# **COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN** 

# THE TOWN OF MANCHESTER

**AND** 

LOCAL 991 PUBLIC WORKS COUNCIL NO. 4, AFSCME, AFL-CIO

JULY 1, 2006 - JUNE 30, 2009

**CONTRACT EXTENDED TO JUNE 30, 2012** 

CONTRACT BASED ON THE INTEREST ARBITRATION AWARD IN SBMA CASE 2007-MBA-54

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This Agreement is entered into, by and between the Town of Manchester, hereinafter referred to as the "Town," and Local 991 of Council #4 of the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

# ARTICLE I RECOGNITION

Section 1.0 The Union recognizes the General Manager or his agent as representing the Town and the Town recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining on matters of wages, hours of employment, working conditions, grievances and other conditions of employment for all hourly rated Town employees, excluding supervisory employees with a job classification of Foreman or higher, uniformed and investigatory personnel of the Police and Fire Departments, salaried employees of the Town of Manchester and employees of the Board of Education.

## ARTICLE II UNION SECURITY

<u>Section 2.0</u> The Town agrees to deduct from the pay of all of its members of the Unit, who authorize such deductions from their wages, such membership dues, initiation fees, reinstatement fees or agency fees as may be fixed by the Union. Such deductions shall continue for the duration of this Agreement or any extension thereof.

Section 2.1 Deductions shall be made each month and shall be remitted to the Financial Officer of the Union not later than the last day of said month. The monthly remittances to the Union will be accompanied with a list of names of employees from whose wages such deductions have been made and the amount deducted from each employee. The obligation of the Town for funds actually deducted under this Section terminates upon the delivery of the deductions so made to the person authorized to receive such amounts from the Town. Neither any employee nor the Union shall have any claim against the Town for errors in the processing of deductions unless a claim of error is made in writing to the Director of Finance within sixty (60) calendar days after the date such deductions were or should have been made.

The Union shall indemnify the Town and any department or division of the Town and hold it harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any actions taken by the Town or any department or division of the Town for the purpose of complying with the provisions of this Article.

Section 2.2 Any employee, on the effective date of this Agreement, who is a member of the Union must remain a member of the Union. Any employee hired on or after the effective date of this Agreement shall, on the thirtieth (30th) day following the beginning of their employment, either become or remain a member of the Union or at the employee's election, pay Local 991 of Council #4 - AFSCME, each month as an agency fee charge in an amount not to exceed the amount required of its members.

<u>Section 2.3</u> The Town will provide and place one bulletin board in an accessible place in each department for the exclusive use of the Union.

Section 2.4 The Town will provide each employee in the bargaining unit a copy of this Agreement within thirty (30) days after the date of the signing of this Agreement. New employees will be provided with a copy of this Agreement and an attached dues deduction card within thirty (30) days of hire. The Union President will be notified of all new hires thirty (30) days following the date of hire.

<u>Section 2.5</u> Neither the Town nor the Union shall discriminate against any employee covered by this Agreement in a manner which would violate any applicable laws because of race, creed, color, handicap, national origin, age, sexual orientation, religion, union affiliation or sex. Whenever the male gender is used in this Agreement, it shall be construed to include equally both male and female employees.

Section 2.6 The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving a written notice to both the employer and the Union. The employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

# ARTICLE III SENIORITY

Section 3.0 All new employees shall be considered probationary employees until they complete a probationary period of ninety (90) working days which shall include all days actually worked by the employee. The probationary period required represents a total cumulative service time, and days may be adjusted upward so as to properly allow for any authorized leaves of absence or other approved breaks in service. However, should any such leave of absence or break in service be greater than two (2) months, the Town may require that the entire probationary period be restarted at the time the employee returns to work. A new employee shall have no seniority during this period. However, he shall be subject to all other provisions of this Agreement except that probationary employees do not have the right to the grievance procedure during their probationary period. The supervisor of each such employee shall keep his division and/or department head informed of the employee's performance from time to time during such probationary period and unless the employee is informed to the contrary at least ten (10) working days prior to the end of such probationary period, or unless the employee's probationary period is extended up to an additional thirty (30) working days which shall include all days actually worked by the employee, he is to be continued as a permanent employee and shall acquire length of service records as of the date of employment. Any extensions of the probationary period in addition to those stated herein, shall be by mutual agreement of the parties.

Section 3.1 The Town shall maintain and shall furnish the Union, on or before December 1st of each year, a list of Union employees, by departments, showing their date of employment with the Town. Upon completion of their probationary period, new employees shall be added to this list.

# **Section 3.2** Layoffs within classifications shall take effect as follows:

- (a) Temporary employees
- (b) Probationary employees
- (c) Except as provided for in (d) below, the employee with the least seniority in the affected classification within the division first, etc.
- (d) Whenever an employee is scheduled to be laid off, pursuant to Section 3.2(c) above, he shall be entitled to replace the employee with the least seniority in an equal or lower paid classification for which he is qualified. Whenever an employee has previously demonstrated the ability in a higher classification and has successfully completed a probationary period in the higher classification and has the seniority, he may bump into that higher classification.
- (e) A temporary employee is one who may be used to fill a position created by the temporary absence of a regular, permanent employee. Temporary employees will be entitled to all of the provisions of this Agreement, except for those provided in Article XII.

Section 3.3 Employees hired after April 1, 1996, who are subsequently laid off, shall be placed on a recall list for a period of two (2) years. Employees hired prior to that date shall not have a time restriction on the recall list. If there is a recall within the two-year period, employees laid off shall be recalled in the order of their seniority for vacancies in their job classification or in a lower classification in the division from which they were laid off, provided they have the ability to perform the work available without further training or license requirements. Employees eligible to be recalled shall be notified by the Town by certified letter sent to the address of record on file in the Town's Finance Department. The employee shall have ten (10) days from receipt of the letter to notify the Town in writing of his intent to resume employment with the Town and thirty (30) days from receipt of said letter to commence reemployment. Failure of the employee to respond within the stated time limit shall relieve the Town of any further obligations under this Article.

## Section 3.4

(a) Notice of permanent bargaining unit position vacancies including new bargaining unit positions shall be posted on Union bulletin boards in all departments employing members of this bargaining unit for a period of ten (10) working days. The Town may do outside advertising concurrent with the posting, but the Town shall not fill the vacancy prior to the conclusion of the posting period. Employees in positions covered by this bargaining

- unit who wish to apply for such vacancies must submit an application to the Human Resources Department.
- (b) Copies of the job posting referenced in (a) above and the name of the person appointed shall be sent to the Union President within ten (10) working days after the effective date of appointment to the position.
- (c) Permanent positions, including promotions, shall be filled in accordance with the terms and conditions of the Town Charter and Personnel Rules. It is recognized by the parties hereto that the Town, in accordance with its Charter and Personnel Rules provisions, appoints and promotes its personnel on the basis of merit utilizing competitive examinations and in conformity with recognized principles of public personnel administration. Any appointment or promotion by the Town, alleged by the Union to have been not so made but to have been instead made in an arbitrary, capricious or discriminating manner, is subject to the grievance procedure as set forth in Article X of this Agreement. The burden of proof shall be on the Union. An employee certified to a department for possible appointment/promotion in accordance with the terms and conditions as specified herein, who is notified by said department that he has not been selected for the position may, within five (5) days from the date of notification, request a meeting with the General Manager concerning the appointment/promotion process. The Town shall not fill the position in question until said meeting has been held and the General Manager notifies the Human Resources Department to proceed with the hiring process.
- (d) In any promotion, point(s) for seniority shall be given to those candidates who have passed the exam on the basis of one-half (½) point for each year of service up to five (5) points.
- (e) All appointments, including promotions, shall be subject to probationary requirements provided in Section 3.0. Should the performance of a promoted employee be unsatisfactory, said employee shall revert to the same classification as he held prior to his promotion. If the promoted employee, during the first twenty (20) days of his probationary period, wishes to voluntarily return to the position held prior to his promotion, he may do so provided that the position remains vacant and that he notifies his immediate supervisor in writing.
- (f) Transfers between section and division may be made with the approval of the employee and the division and/or department head prior to the position being advertised on a promotional basis. People transferring must be in the same classification as the vacant position.

<u>Section 3.5</u> Definition of group, section, division, department. For the purpose of establishing preference in the certification process referenced in Section 3.4(a), the Public Works Department consists of the following: a Division of Field Services and a Division of Water and Sewer. Within the Water and Sewer Division, there shall be groups as follows: Wastewater Treatment, Water Treatment, Laboratory, Sewer Line Maintenance, and a group consisting of Transmission

and Distribution, Construction, Meters and Forestry. For the purpose of job assignment during normal working hours, there shall be within the Public Works Department a Division of Field Services and a Division of Water and Sewer. For overtime purposes, there shall be groups within the Field Services and Water and Sewer Division. The groups within the Field Services Division shall be identified as Highway, Sanitation, Fleet Maintenance, and Park (including Cemetery and Building Maintenance). The groups within the Water and Sewer Division shall be Wastewater Treatment, Water Treatment, Laboratory, Sewer Line Maintenance, and a group consisting of Transmission and Distribution, Construction, Meters and Forestry.

<u>Section 3.6</u> Performance evaluations, utilizing the form attached as Appendix J, shall be used as provided in Appendix H for employees hired after February 3, 1999.

The sole purpose of performance evaluations for employees hired prior to the date of January 1, 1999, shall be for use in promotions and transfers and shall in no way affect or influence an employee's current status, nor shall said evaluations in any way determine work assignments. Employees may, at their discretion, elect not to participate in the evaluation process and may make such election without concern for their standings with the Town. However, employees should understand that the purpose of the performance evaluation report is to give a more complete understanding of the strengths or weaknesses of an employee who desires consideration in promotion or transfer opportunities. Employees hired or promoted after January 1, 1999, must participate in the process with evaluations taking place prior to the employee's anniversary date of hire or promotion in each year, which shall be used to address performance issues as well as promotions, transfers, and grade advancement.

# ARTICLE IV HOURS OF WORK, OVERTIME AND HOLIDAY PAY

<u>Section 4.0</u> The regular hours of employment for members of the bargaining unit shall be forty (40) hours per week divided equally over five (5) consecutive working days, except as specifically referenced below, of eight (8) consecutive hours as follows:

- (a) Highway Division, Fleet Maintenance, and the following groups within the Water and Sewer Division: Transmission and Distribution Group, Meter Group, Forestry Group, Construction Group, and the Wastewater Collection Group will have their scheduled eight (8) hour workday from 7:00 A.M. to 3:30 P.M., with one-half (½) hour lunch period, Monday through Friday.
- (b) Parks Division, including Cemetery and Building Maintenance Groups: 7:00 A.M. to 3:30 P.M.; however, the Building Maintenance Group may be scheduled between 7:30 A.M. to 4:00 P.M., with one-half (½) hour lunch period, Monday through Friday, except that one (1) Maintainer I may be assigned to work Monday through Friday, 4:00 P.M. to 12:30 A.M., with one-half (½) hour meal period. During the months of April 1 to November 1, the Mechanic and employee(s) assigned by the Town to assist the Mechanic, may be required to commence work at 6:00 A.M. and receive compensation for the one (1) hour worked prior to the normal starting time at time and one-half (1½) his

base rate. In addition, any Parks employee scheduled to work prior to the start of the normal workday to perform such tasks as preparing the Lodge or Community "Y" building, raising and lowering flags, checking ponds and preparing skating facilities for use, shall be compensated at time and one-half  $(1\frac{1}{2})$  hi s base rate for actual hours worked prior to the start of the normal workday.

- (c) Sanitation Division: 7:00 A.M. to 3:30 P.M. or 8:00 A.M. to 4:30 P.M. or 8:30 A.M. to 5:00 P.M., Monday through Saturday, with one-half (½) hour lunch period. Those employed as of July 1, 2006 shall not be involuntarily assigned to a shift other than the 7:00 A.M. to 3:30 P.M. shift. Attached to this Contract as Appendix C is the present work schedule and method for assigning individuals to shifts.
- (d) Water Treatment Group of the Water and Sewer Division: 7:00 A.M. to 3:30 P.M., Monday through Friday, with one-half (½) hour f or lunch and 5:00 A.M. to 1:00 P.M. on weekends and holidays with time allowed during the shift to eat at the work site. For all employees assigned to work the holiday or weekend assignment, the starting time may be adjusted at the request of the most senior person assigned to begin no later than 7:00 A.M. and the ending time will be adjusted accordingly.
- (e) Laboratory Section of the Water and Sewer Division: 7:00 A.M. to 3:30 P.M., with one-half (½) hour for lunch, Sunday through Saturday.
- (f) The schedule for the Wastewater Treatment Plant employees shall be as contained in Appendix E along with Attachments 1 and 2 of said Appendix.
- (g) Senior Citizens Center: 7:30 A.M. to 4:30 P.M. with one (1) hour of lunch.
- (h) One (1) morning coffee break, not to exceed twenty (20) minutes, including travel time, shall be taken only between the period of 9:00 A.M. and 10:00 A.M. or at the direction of the supervisor. Work crews shall follow departmental regulations relative to numbers of employees traveling to purchase coffee and site location for coffee breaks, which shall include the following:
  - (1) Travel to the coffee shop will not be permitted for work crews in excess of three (3) people. One (1) person shall go for coffee and bring it back to the work site. Under extenuating circumstances, the supervisor may waive the "in excess of three (3) people" rule.
  - (2) Coffee breaks shall be taken at the nearest possible location to the worksite.
  - (3) Internal coffee breaks shall be regulated by the division head or his designee.

<u>Section 4.1</u> Time and one-half  $(\frac{1}{2})$  sh all be paid for: (On any schedule on which the first (1st) day of the workweek is not Monday, the sixth (6th) consecutive day shall be considered Saturday for computation of overtime.) Compensation for all overtime hours worked shall be paid in the appropriate week.

(a) All work performed in excess of the normal workday.

(b) All work performed on Saturday, as such, unless Saturday falls within the normal five day work schedule.

## **Section 4.2** Double time shall be paid for:

- (a) All work performed on Sunday, as such, unless Sunday falls within the normal five (5) day work period schedule. (On any schedule on which the first (1st) day of the workweek is not Monday, the seventh (7th) consecutive day shall be considered Sunday for computation of overtime.)
- (b) All work performed on holidays listed in Article V plus holiday pay at straight time or a day off at a later date in lieu of holiday pay.

Call-In Pay. Employees called in for work outside their regularly scheduled working hours shall be paid each time they are called a minimum of four (4) hours at time and one-half (1½) their base rate of pay if called on Monday through Saturday and double (2) their base rate of pay for Sundays and holidays plus holiday pay, except there shall not be an additional call-in pay when called within four (4) hours from the start of any previous call-in. Employees called in within two (2) hours of the start of the workday shall be compensated for actual hours worked at time and one-half  $(1\frac{1}{2})$  their base rate of pay if called on Monday through Saturday and double (2) their base rate of pay for Sundays and holidays plus holiday pay. Employee(s) called into work who complete the assignment prior to working the minimum hours specified above, shall notify the on-call person that he has completed the assignment. If the on-call person determines that there are no other immediate assignments for the employee(s), he may be allowed to return home, however, he should remain available for any other calls which might occur during the four (4) hour period. The call-in pay provision stated herein shall not apply to overtime which is a continuation of the normal workday, weekend/holiday overtime work scheduled in advance; overtime which is not a continuation of the normal workday, but which is scheduled at least twenty-four (24) hours in advance of the time the work is to take place or as otherwise provided herein.

<u>Section 4.4</u> Overtime. In order to maintain essential Town services in time of emergency and to minimize the critical hardships that may otherwise befall the Town's residents, members of this Unit recognize their obligation to be available for overtime assignments.

(a) A record of overtime shall be posted at least biweekly on bulletin boards provided for the use of the Union. A copy of the posting will be given to the Union President and Vice-President.

Quarterly, the Union Vice-President for Public Works and one steward shall meet with the Town's Director of Operations or his/her designee to review the status of overtime distribution.

- (b) Full-time employees shall be given preference on all overtime assignments. Employees who laterally transfer into a group, section, division or department shall be included in overtime rotation and equalization.
- (c) All overtime work in the group, section, division or department in which the employee is normally assigned, shall be divided equally as practical, to be calculated on an annual basis (fiscal year), among qualified employees within classifications within the group, section, division or department as defined in Section 4.4(b). The employee with the least number of overtime hours is normally given first opportunity to work the overtime assignments. Based on the nature of the assignment or due to unforeseen emergencies, it may be necessary to utilize employees for overtime assignments who are not lowest on the overtime list. However, the department will make every effort to balance the overtime list in accordance with the provisions of this Section as soon as practicable. Any inadvertent mistakes in assigning personnel for overtime assignments shall be rectified by the department involved in the next available overtime assignment. If additional help is needed for overtime, qualified employees within other group(s), section(s), division(s) or department(s) will be utilized.
- (d) Employees who do not avail themselves of the opportunity to work overtime shall be credited with the scheduled overtime on the overtime chart as though they had worked. When overtime work is required to maintain public service, the order of call-out shall be by classification within affected group(s), section(s), division(s) or department(s).
- (e) When the General Manager or his designee declares a state of emergency, all Public Works personnel are required to be available to work such emergency overtime.
- (f) The Town, except as provided for in Sections 4.4(e) and 4.4(i), shall reasonably attempt to fill its overtime requirements on a voluntary basis by polling qualified bargaining unit members in the appropriate classification and within the affected group, section, division or department, as determined by the Town. Should the Town be unable to fill its overtime slots on a voluntary basis, or as provided for in Section 4.4(i), then the least senior qualified bargaining unit member(s) in the appropriate classification and within the affected group, section, division or department as determined by the Town may, at the sole discretion of the Town, be required to work overtime. Notwithstanding the above, based on the nature of the assignment or due to unforeseen emergencies, the Town, in their sole discretion, may require qualified bargaining unit members in the appropriate classification within the affected group, section, division or department as determined by the Town who are not the least senior qualified bargaining unit member(s) to work overtime assignments which are an extension of the normal workday.

## (g) <u>Water Treatment Operators</u>.

One (1) of the Water Treatment Operators in the Water Section of the Water and Sewer Division shall be required to be on call at all times outside of the regular working hours for the Water Treatment Group. The Town shall require said Water Treatment Plant Operator, who shall normally be assigned on a rotating basis, to have in his possession a

beeper or paging device as issued by the Town and to respond to any and all calls for service. The employee on call on a weekly basis shall be paid One Hundred Fifty Dollars (\$150) for the on-call assignment plus call-out pay as specified by Section 4.3 of this Agreement, except if provided a personal computer to use for making necessary Plant corrections in compliance with Department policy and procedures, the on-call person shall receive One Hundred Fifty Dollars (\$150) per week as well as two (2) hours pay at the appropriate overtime rate each time they respond to a call through use of the computer. Responses to calls within a two-hour period shall be covered by the initial call-out. Should it be necessary to respond to a call in person after initially handling the call through the computer, any payment received for said computer use shall be credited against call-out pay specified in Section 4.3 of this Agreement.

Water Treatment Plant Operators on-call shall receive calls directly. In a case where a problem occurs at the treatment plant which necessitates further assistance, the on-call Operator will contact the Treatment Superintendent for that facility, the Project and Technical Support Manager or the Water and Sewer Administrator. If the Operator is unable to contact the aforementioned individuals, the Operator will call the on-call supervisor.

A Water Department vehicle shall be made available to the on-call employee for use to and from the work area in accordance with the Town's Vehicle Use Policy.

Adjustment of on-call assignments among Operators shall be permitted subject to the following:

- (1) It is understood that the Operator assigned to be on call in the normal rotation is responsible to be on call unless that Operator obtains the agreement of another Operator to provide coverage for all or any portion of his/her assigned work. The normally assigned Operator who makes such a change shall notify his or her immediate supervisor in writing of the change in the rotation, in advance of the change. The Town shall not be responsible for enforcing any agreements between employees to adjust on call assignments.
- (2) Payment for the on-call coverage shall be made to the Operator who is assigned to be on call unless that Operator has obtained a substitute for the full week and provided written notice to the supervisor, in which case the full week's on-call pay shall be paid to the substitute.
- (3) There shall be no claim of failure to equalize overtime by any Operator or the Union as a direct result of employee initiated changes in the on-call rotation.
- (h) Wastewater Treatment Plant Operators.
  - (1) On-call.

The Union agrees that at least four (4) Wastewater Treatment Plant Operators/ Maintainers shall serve on a rotating basis as the weekly on-call person at all times outside of the regular working hours for the Wastewater Treatment Plant Group. The Union agrees to provide at least two (2) volunteers for the on-call assignment and any employees so designated shall remain in this role unless other employees in the Group volunteer for the assignment on a one for one basis, or Wastewater Treatment Plant Operators/Maintainers are hired after the effective date of this Contract who shall be required to partake in this on-call responsibility as part of their regular job assignments. The Town shall require said employee to have in their possession a beeper with paging device, as assigned by the Town. and will handle calls for service. Assigned employees will when "on call" receive One Hundred Fifty Dollars (\$150) on a weekly basis for the "on-call" assignment plus call-out pay as specified by Section 4.3 of the Contract, except if provided a personal computer to use for making necessary Plant corrections in compliance with Department policy and procedure, the on-call person shall receive One Hundred Fifty Dollars (\$150) per week as well as two (2) hours pay at the applicable overtime rate each time they respond to a call through use of the computer. Responses to calls within a two-hour period shall be covered by the initial call-out. Should it be necessary to respond to a call in person after initially handling the call through the computer, any payment received for said computer use shall be credited against call-out pay specified in Section 4.3.

Wastewater Treatment Plant Operators on call shall receive calls directly. In a case where a problem occurs at either treatment plant which necessitates further assistance, the on-call Operator will contact the Treatment Superintendent for the facility, Process Control Supervisor, the Project and Technical Support Manager or the Water & Sewer Administrator. If the Operator is unable to contact the aforementioned individuals, the Operator will call the on-call supervisor.

#### (2) Call out/leave coverage.

The Union employees of the Wastewater Treatment Plant realize that it is their collective responsibility to protect the public health and safety of the citizens of the Town of Manchester by providing the required manpower to operate/maintain the Wastewater Treatment Plant and Sewer Pump Stations on a continuous basis. To that end the Town and employees agree on the following elements which constitute the call out/leave coverage policy.

A division of labor will exist between operating and maintenance personnel based upon assigned tasks.

Each labor division will have an independent call out list consisting of the personnel in each labor division.

Overtime hours will be maintained on the call out list by division of labor for each calendar year (January 1 to December 31).

## (i) Snow, Ice and Sanding Assignments.

In the event that a storm starts during a regular workday and continues beyond the regular work hours, each Field Services employee with a snow, ice and sanding assignment, including, but not limited to, sidewalks, roads, parking lots, skating rinks, and building entrances, who is needed will be expected to continue to work beyond the normal workday, as needed.

During off-duty hours, Field Services personnel will be available on a regular basis to staff equipment designated by the Town for operation during a storm. The Union shall provide the Town with a list on June 1 of each year of names of people within the bargaining unit who, in addition to Field Services personnel, will be available on a regular basis during the winter months to operate snow, ice and sanding equipment. Priority for overtime snow, ice and sanding assignments within Field Services shall be given to employees first within the Highway Group, followed by Sanitation Group, \*Fleet Maintenance and Parks Groups.

\* Fleet Maintenance employees shall only be eligible to operate snow, ice and sanding equipment if they are not needed during a storm in their capacity as Mechanics.

Should the Town in its discretion need additional employees, then employees who sign the overtime list from the groups within the Water & Sewer Division may be called from said list. The order of call-in of those on the overtime list shall be rotated during the course of the winter season by the supervisor designated by the Town.

Should the Union not be able to supply the Town with an appropriate number of individuals from outside of the Field Services Division, or in any given snow, ice or sanding situation should not enough personnel be available, the Town has the right to mandate snow, ice and sanding overtime work for all qualified bargaining unit members.

It is understood that the Town reserves the right to use outside contract services to assist in snow, ice and sanding control work as it deems necessary.

Those who sign up for snow, ice and sanding assignment, from other than the Field Services Division, shall not have this overtime considered in regard to equalizing departmental overtime. Field Services employees, who when called for snow, ice and sanding assignments are not available or do not answer the call, shall be credited with the scheduled overtime on the overtime chart as though they had worked. Employees, in order to be eligible for snow, ice and sanding assignments, must be qualified to drive the necessary equipment and perform the necessary functions and must continue to demonstrate the ability to operate the necessary equipment used in a snow and sanding operation and be regularly available for such assignments.

Employees, when called, shall report to the Highway Garage within thirty (30) minutes of the call. Employees working a snow, ice or sanding assignment, who are called within

two (2) hours of the start of the regular workday, shall be compensated a minimum of two (2) hours at double (2) their base rate of pay, and not in accordance with Section 4.3 of this Agreement. Employees with a snow, ice or sanding assignment shall be compensated as stated above regardless of the Division from which the assignment originates.

The Town will make reasonable efforts to equalize the length and difficulty of snow/ice/sanding routes, but retains the right to assign routes to employees.

### (j) <u>Procedures to Resolve Overtime Concerns.</u>

- (1) In the event a problem develops in a particular department, division, section or group, as the case may be, or is about to develop concerning overtime coverage, either party may call upon the other to meet as soon as possible to identify the problem, determine its cause, and attempt to mutually agree on a resolution. The parties agree there shall be no delay in convening such a meeting when it is requested and that discussions shall be conducted in good faith.
- (2) Should the parties be unable to resolve overtime problems through the procedures described in (1) above, either party may file for a contract reopener on this Section only utilizing the services of the State Board of Mediation and Arbitration. The parties agree that the time limits and preliminary procedures of the MERA shall be waived and the issue will be submitted directly to binding arbitration. The rules, regulations and procedures of the State Board shall apply regarding the selection of the arbitrator and the conduct of the arbitration hearing.

Section 4.5 The Town may employ or otherwise utilize individuals who are not members of the bargaining unit (such as seasonal workers, Workfare participants, temporary employees and volunteers) to assist bargaining unit employees in the performance of their assigned duties and to operate equipment which may customarily be operated by members of the bargaining unit provided such employment shall not be the cause of layoffs of bargaining unit members and/or shall not be the cause of a reduction of overtime or out of class pay significantly below customary levels. The Town, upon request of the Union, shall provide information as to the departments/divisions which are employing or otherwise utilizing individuals pursuant to the provisions contained in this Section.

**Section 4.6** Except as otherwise provided for herein, all bargaining unit work will be done by bargaining unit employees unless there are no bargaining unit employees available.

Section 4.7 Notwithstanding the provisions contained in Section 4.6 of this Agreement, the Town may, at its sole discretion, contract out the solid waste collection and recycling activities in the Parks and Recreation Department. Nothing stated herein shall prevent Parks and Recreation Department employees from being assigned by their supervisor to tasks related to the removal of solid waste or recycling from Parks and Recreation facilities. The contracting out of said work shall not be a basis for laying off existing bargaining unit members in the Parks Division.

Section 4.8 Notwithstanding the provisions contained in Sections 4.6 and 4.7 of this Agreement, the Town may, in its sole discretion, contract out the mowing of certain satellite greenway areas throughout Town, as identified, including Town-owned right of ways and well house areas, all of which are more fully described in Appendix G of this Agreement, as well as the custodial services at the Community "Y", Parks Garage and Recreation Lodge, and removal of snow from sidewalks at sites currently contracted out, as well as the locations at Hilliard Street, West Middle Turnpike, Redwood Road, Adams Street, Parker Street Bridge, and Chapel Road. Nothing stated herein shall prevent Parks and Recreation Department employees and other Town employees from being assigned by their supervisor to tasks, such as those identified herein. The contracting out of said work shall not be a basis for laying off bargaining unit members in affected divisions.

<u>Section 4.9</u> Notwithstanding any other provision of this Agreement, the Town shall have the right to utilize the Foreman position in the Cemetery Group to perform bargaining unit work, as long as said work does not cause a reduction of overtime or out-of-class pay significantly below customary levels.

**Section 4.10** Notwithstanding any other provision of this Agreement, the Town may, in its sole discretion, contract out or otherwise reassign the mowing of the Buckland and West Cemeteries. Said contracting out shall not be a basis for laying off bargaining unit members or reducing overtime pay significantly below customary levels during the duration of this Agreement.

<u>Section 4.11</u> The Town and Union agree to reopen negotiations should there be any impact on bargaining unit members as a result of a cooperative effort between the Town and Board of Education to maintain Board of Education facilities.

# ARTICLE V HOLIDAYS

### Section 5.0

(a) Except as provided for in 5.0(b), the following holidays shall be observed as days off with full pay:

New Year's Day Martin Luther King Day Lincoln's Birthday Washington's Birthday Good Friday Memorial Day Independence Day Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Day after Thanksgiving Day
Christmas Day

Martin Luther King Day, Washington's Birthday, Memorial Day, Columbus Day and Veterans' Day shall be observed in accordance with State and Federal laws.

(b) When a holiday listed above falls on the regularly scheduled day off of an employee, the employee shall be paid holiday pay at straight time or be given a day off with regular pay at a later date, at the employee's discretion.

## Section 5.1

- (a) Holidays falling on a Saturday shall be celebrated on the preceding day.
- (b) Holidays falling on a Sunday shall be celebrated on the following day.

<u>Section 5.2</u> Whenever a holiday shall occur while an employee is out on paid sick leave, the holiday will not be charged to his accrued sick time.

<u>Section 5.3</u> Whenever any of these holidays shall occur during the paid annual leave of an employee, the holiday will not be charged to annual leave.

<u>Section 5.4</u> Whenever any of these holidays occur on the regularly scheduled workday of employees assigned to the Sanitation Group, Water Treatment Group, Laboratory Group, Wastewater Treatment Group, holiday coverage will be provided in the following manner:

## (a) Water Treatment Operators

It is the responsibility of the Water Treatment Operators to provide appropriate coverage for all holidays. Coverage will consist of two operators on duty each holiday. Selection of holiday coverage will be as outlined below, but should unforeseen circumstances arise after selection and assignment of holiday coverage, the Operators will ensure that holiday staffing will be met.

In December of each year, a holiday spreadsheet will be developed based on the necessity for two Operator coverage for each holiday. Each Operator will select an equal number of holidays to work; this number will be the number of holidays times 2 divided by the number of operators, not counting any remainder slots.

Starting with the senior Operator, each Operator selects the appropriate number of holidays to work. At the end of the selection process, if there is any remainder, starting with the senior Operator, each Operator will be asked if they want to work the remainder day or days. If none are available, the least senior Operator not already scheduled and not on a normally scheduled day off will be required to work.

No Operator will be required to work on his or her scheduled days off. After the selections are made, the Operator is responsible to fill their selected slot by working or finding another Operator willing to cover the day.

If any Operator leaves the Town's employ, the remaining holidays will be filled in accordance with the remainder holiday procedure above.

- (b) The holiday coverage policy for Wastewater Treatment Plant personnel shall be as follows:
  - 1. Operational coverage will be assigned only to operating personnel except as provided in Part 3 of this section.
  - 2. An employee list for holiday coverage will be maintained by division of labor.
  - 3. If scheduled operating personnel do not wish to work the holiday, unscheduled operating personnel will then be asked. If coverage is not achieved, maintenance personnel will be asked according to the list specified in Part 2. If coverage is still not achieved, the operational personnel with the lowest holiday coverage who are scheduled to work that day will be required to cover the holiday.
  - 4. Employees who perform operational coverage on a holiday will be compensated with the appropriate number of hours worked at double time and the choice of receiving either ten (10) hours (or eight hours if applicable) of holiday pay or a compensatory day off at a mutually agreed upon future date.
- (c) A minimum of one (1) employee in the Laboratory Group will be assigned to work the holiday. Two (2) months prior to the beginning of each calendar year, the Town's Holiday Schedule will be posted and employees will be scheduled to work on an alternating basis. The alternating schedule will be continued from the previous year to equalize holiday coverage.
- (d) The holiday work schedule for Landfill Operators is outlined in Appendix B.

# ARTICLE VI ANNUAL LEAVE

**Section 6.0** Employees shall be entitled to annual leave with full pay on the following basis:

(a) Effective January 1, 1999, vacation leave as allowed for in Section 6.0 of the Contract covering July 1, 1995 to June 30, 1998, as well as special leave as allowed for in Sections 7.3.(c), (d), (f), (g), (j), (k) and Section 7.11, shall be consolidated into a singular annual leave provision. Each employee who has given his department/division head, or designated supervisor, at least twenty-four (24) hours' advance written notice shall be eligible to request use of annual leave, except that on not more than three (3) occasions in a calendar year, an employee may request of his department/division head, or designated supervisor, to utilize said time with no later than thirty (30) minutes notice before the start of the shift. Approval to utilize annual leave shall not be unreasonably withheld, provided appropriate leave forms have been submitted, and/or requests to utilize said time have been made in accordance with this paragraph.

Department/division heads or other designees shall annually on or before May 1 fix a date when requests for annual leave shall be submitted by employees and shall no later than thirty (30) days from such date arrange a schedule for annual leave within the department. Whenever there is a conflict in requested annual leave dates, preference shall be given to employees according to length of service with the Town. Denial of annual leave shall be given to the employee, in writing, stating the reason for said denial.

Employees hired prior to January 1, 1999, shall receive on January 1 of each year thirteen (13) days of annual leave up to the fourth (4th) year of employment, plus the average of the two highest years of earned days earned in either calendar year 96, 97, or 98 (hereinafter referred to as earned days); eighteen (18) days, plus earned days on the fifth (5th) and sixth (6th) years of employment; nineteen (19) days, plus earned days, on the seventh (7th) and eighth (8th) years of employment; twenty (20) days, plus earned days, on the ninth (9th) and tenth (10th) year of employment; twenty-one (21) days, plus earned days, on the eleventh (11th) and twelfth (12th) years of employment; twenty-two (22) days, plus earned days, on the thirteenth (13th) and fourteenth (14th) years of employment; twenty-three (23) days, plus earned days, between the fifteenth (15th) and twentieth (20th) year of employment; and twenty-five (25) days, plus earned days, on the twenty-first (21st) year of employment, and for each year of employment thereafter.

Employees hired after January 1, 1999, shall receive ten (10) days of annual leave up to and including the fifth year of employment; twelve (12) days between the sixth (6th) and tenth (10th) year of employment; fourteen (14) days between the eleventh (11th) year and fifteenth year of employment; sixteen (16) days between the sixteenth (16th) and twentieth (20th) year of employment; eighteen (18) days between the twenty-first (21st) and twenty-fifth (25th) year of employment; and twenty (20) days for each year of employment thereafter. Employees, hired after January 1 of each year, shall be eligible for such leave on a prorated basis, subject to other provisions of this Agreement.

Effective on implementation of this 2006-2009 Agreement, employees hired after January 1, 1999, shall receive thirteen (13) days of annual leave up to and including the fifth year of employment; fifteen (15) days between the sixth (6th) and tenth (10th) year of employment; twenty (20) days between the eleventh (11th) year and twentieth (20<sup>th</sup>) year of employment; twenty-five (25) days from the twenty-first (21st) year of employment and each year of employment thereafter. Employees hired after January 1 of each year shall be eligible for such leave on a prorated basis, subject to other provisions of this Agreement.

(b) Employees may request in writing of the General Manager to carry forward up to ten (10) days of annual leave from one year to the next. A request to carry over leave from one year to the next must be submitted not later than November 1. Employees are encouraged to minimize the amount of carry-over and annual leave may only be carried over from one year to the next when authorized in writing by the General Manager. The amount of annual leave carried forward in any year shall at no time exceed a total of ten (10) days. Employees, hired prior to July 1, 1998, who have not exhausted leave which they had accrued as of December 31, 1997, during the calendar year ending December

- 31, 1998, shall have said time placed in a bank to be used in a similar manner as annual leave until said time is exhausted. The banked vacation time shall not be paid to the employee upon separation from the Town. Employees who retire or leave the Town for any other reason, except as provided for below, shall be paid out only for accumulated time on a prorated basis for that year, except that employees hired prior to January 1, 1999, who retire from the Town with more than twenty (20) years of service, shall be paid out for the full amount of annual leave for which the employee is eligible during that year plus authorized carryover of annual leave. Employees discharged are not eligible for payout of said time.
- (c) The standard annual leave year shall run from January 1 to December 31, with an employee's annual leave time computed on the basis of his/her anniversary of employment and adjusted the following calendar year.
- Section 6.1 Notwithstanding the above, employees hired prior to January 1, 1999, may elect, in writing, by no later than January 15, 1999, to receive vacation time as provided for in the Contract which expired on June 30, 1998, in lieu of annual leave as provided for herein, and shall not be eligible in the future to convert to annual leave. Employees electing to retain the current vacation allocation system shall have applied to them the entirety of Article VI, as contained in the current Contract ending June 30, 1998, with said affected Articles attached as Appendix L, except as modified below:
- (a) Said authorized carryover of vacation shall at no time exceed a total of ten (10) days, which shall be determined based upon available balances at the end of a calendar year.
- (b) Employees making such election shall, in addition, have apply to them Sections 7.3(c) and 7.3(k) of said Contract. The remainder of the sections deleted herein as part of the annual leave conversion process shall also be deleted for these employees, in particular, Sections 7.3(2)(d), (f), (g) (j) and Section 7.11. Section 7.3(c) shall be modified to state that funeral leave may only be used between the date of death and the day of the funeral inclusive.

Section 6.2 In the event of illness during an employee's annual leave or vacation period, as the case may be, the employee shall be given an option of charging the sick days) to his sick leave, providing a doctor's certificate is provided to the Town verifying the illness.

## ARTICLE VII LEAVE PROVISIONS

<u>Section 7.0</u> Accumulated sick leave is a benefit to the employee and shall only be utilized in the event of a serious or disabling injury or illness, except that an employee may use up to twenty-four (24) hours of sick leave annually for critical illness or severe injury in the immediate family creating an emergency that requires the attendance or aid of the employee. The Town provides no long-term disability insurance for its employees beyond the provisions of the

Workers' Compensation Act. It is therefore crucial that employees conserve as much of their sick leave accrual as possible in order to insure against future need.

The Town reserves the right to discipline employees whose utilization of sick leave is not in accordance with the terms of this Agreement. Evidence of misuse of sick leave includes, but is not limited to: patterns of sick leave use in conjunction with the employee's scheduled days off; use of sick days immediately preceding or following holidays; and use of sick days in conjunction with vacations or other approved leaves of absence. Employees are required to utilize sick leave in accordance with the provisions contained herein for a serious or disabling personal illness or injury, except use of said leave is not allowed where the injury or illness is sustained in the employment of another employer or which is traceable to such employment. Employees must notify his department/division head or designated supervisor no later than fifteen (15) minutes before the start of the shift, unless it is absolutely impossible to do so.

A permanent employee shall accrue sick leave with pay of one and one-quarter (1½) days for each full month of employment with no limit to the amount of unused sick leave that can be accumulated, to be reduced to one (1) day for each full month of employment for employees hired after July 1, 1996, except as otherwise provided herein.

To verify proper use of sick leave, employees shall be required to provide the Town with an acceptable medical certificate on a prescribed form and signed by a licensed physician or other practitioner whose method of healing is recognized by the State of Connecticut to support a request for sick leave during annual vacation; for any duration of absence from duty recurring frequently or habitually, provided that the employee has been previously notified in writing that such a certificate may be required; to support a request for sick leave on a day which the employee had previously requested to use annual leave and the request had been denied, for any sick leave period of absence in excess of five (5) consecutive workdays.

If evidence of possible sick leave misuse as defined above exists, the Town may require a doctor's certificate for any use of sick leave in excess of five (5) days per calendar year.

The requirement for a doctor's note shall be reviewed in writing twelve (12) months from the date the requirement commenced and every twelve (12) months thereafter. If a pattern as defined above no longer exists at time of review, then the requirement shall be rescinded.

#### Section 7.1

(a) An employee upon retirement, as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of his current wages, full compensation for any of his unused, accumulated sick leave up to one hundred five (105) days. Those employees hired after July 1, 1996, who retire from the Town as defined by the Town of Manchester Supplemental Pension Plan, shall receive on the basis of an average of their base pay for the last three (3) years, full compensation for any of their unused, accumulated sick leave up to eighty (80) days.

- (b) In the event of an employee's death, his spouse and/or minor children, shall receive, on the basis of the employee's current wages, full compensation for any of the employee's unused, accumulated sick leave. If the employee has neither a spouse nor minor children, the compensation for the unused sick leave shall be given to the estate of the deceased employee, provided the "estate" is a member of the immediate family.
- (c) In the event the employee's services to the Town are terminated, he shall receive, on the basis of his current wages, full compensation for any of his unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the department head. There shall be no payout for unused, accumulated sick leave for any employee who is discharged. Those employees hired after July 1, 1996, whose services to the Town are terminated, shall receive on the basis of an average of their base pay for the last three (3) years full compensation for any of their unused, accumulated sick leave up to forty-five (45) days, provided the employee has given a two (2) week written notice to the department head. There shall be no payout for unused, accumulated sick leave for any employee who is discharged.
- (d) Notwithstanding the above, employees hired after January 1, 1999, who retire from the Town service in accordance with the provisions of the Town's Pension Plan, shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to sixty (60) days, provided the employee has given a two (2) week written notice to the department head. There shall be no payout for unused, accumulated sick leave for any employee who is discharged or who resigns with less than ten (10) years of Town service. Employees who resign with ten (10) or more years of Town service shall be eligible to receive on the basis of an average of their base pay for the last three (3) years compensation for any of their unused, accumulated sick leave up to thirty (30) days, provided the employee has given a two (2) week written notice to the department head.

For employees hired on or after July 1, 2007, there will be no payment for accrued, unused sick leave.

Section 7.2 The General Manager, in his sole discretion, may grant additional consecutive sick leave with pay in exceptional cases. This leave shall not exceed eight (8) days for each year of consecutive service with the Town. Requests for such additional sick leave shall be submitted in writing to the employee's department head, who shall transmit it with a written recommendation to the General Manager. Additional sick leave with pay if granted by the Town shall be deducted from future accumulated sick leave at the rate of eight (8) days per year. Said deduction shall begin after the employee has earned seven (7) days of sick time per year and this method of reimbursement shall continue until the deficit is exhausted. Employees who have been granted additional sick time prior to the signing of this Contract shall have the option of paying back the time owed in one payment out of their unused, accumulated sick time or may pay back according to the system described above. Affected employees shall notify the Town in writing of the method they prefer to pay back the time within thirty (30) days after the Contract is signed. Employees granted days off under this Section who have not reimbursed the Town for said days shall have the outstanding balance deducted from any future requests for additional

sick leave and/or from any payout of vacation or sick leave due at the time of resignation or death or retirement.

Section 7.3 Each employee who has given his department/division head at least twenty-four (24) hours advance notice, except in the case of emergencies, which shall not be unreasonably withheld, and filled out appropriate leave forms, shall be granted Special Leave with full pay for the following reasons, except as provided for below:

- (a) An employee who is unable to report for regular work, due to injuries or other disability sustained in the performance of his work, shall receive the difference between his regular weekly pay and the allowance for Workers' Compensation. The Town's liability for supplemental Workers' Compensation payments shall cease at the end of one (1) year or at the end of the disability, whichever comes first.
- (b) A maximum of eight (8) hours per year for medical, dental or eye examination, including treatment under the Town's Employee Assistance Program, for which arrangements cannot absolutely be made outside of regular working hours. The Town reserves the right to request verification from the employee concerning the validity of the appointment and its duration.
- (c) Because of a demand which is made for the employee by another governmental agency as a result of his employment with the Town.
- (d) To attend professional conferences or take courses of study which the General Manager determines will contribute to or increase the employee's knowledge with regard to the betterment of the public service.
- (e) Union officials shall be allowed an aggregate of twenty (20) days per fiscal year to attend official Union conventions and conferences. Not more than one (1) employee from a group may be off on the same day. Time off under this provision shall be coordinated with the Human Resources Department.

## <u>Section 7.4</u> The following leaves shall be charged to sick leave:

- (a) Medical, dental or eye examinations or treatment, which in total exceed the eight (8) hour maximum referenced in Section 7.3(b).
- (b) When an employee's presence will expose others to contagious disease.
- (c) If quarantined because of contagious disease of another.

<u>Section 7.5</u> Leaves of absence without pay may be granted on recommendation of the department head with the approval of the General Manager for a period not to exceed one (1) year. Requests for such leave should be submitted in writing to the department head and shall include a statement of the reasons therefor and of the length of leave requested.

- <u>Section 7.6</u> During the period of a leave without pay, except for military leave, the employee shall not be credited for length of service and shall not be credited with time for purposes of meeting the requirements of the probationary period in Article III, Section 3.0, accruing sick leave or accruing vacation time.
- <u>Section 7.7</u> An employee shall be reinstated from leave of absence without pay, but without any preferred status from his prior employment, to any position comparable to the position the employee last held with the Town.
- Section 7.8 Any employee who is on leave of absence without pay shall not be paid for any holiday or sick leave during the period of absence. Any annual leave/vacation time due an employee at the time of taking a leave of absence without pay may be paid at that time. Authorized leaves of absence for one (1) month or less will not be used as a basis of reducing employee's benefits.
- Section 7.9 Employees shall be granted leave with pay for participation in short term (less than fifteen (15) days) military training in the Federal Reserve or National Guard. In case the employee receives any pay for his military time, the employee's Town salary shall be reduced by that amount for the duration of the leave.
- (a) No employee shall lose any seniority standing because of any military service including service in the National Guard or Organized Reserves.
- (b) On return from military service, an employee shall be reinstated in his former job or one of like rank and pay including any increase granted during his absence on military service provided that he reports for duty within ninety (90) days of his discharge from military service. This provision shall not apply in the event the employee re-enlists or voluntarily extends his tour of duty.
- (c) The employee will be given credit for time spent in military service for retirement purposes and payment of the employee's assessment to the retirement fund will be made by the Town.
- **Section 7.10** The employee's accumulation of sick leave, upon leaving for military service or leave without pay, shall be retained to his credit when he returns.
- <u>Section 7.11</u> Employees hired prior to January 1, 1999, who have unused, accrued earned days to their credit, shall be eligible to carry forward such days. A minimum of forty (40) hours of accumulated earned time, if available, shall be utilized yearly in accordance with current approval procedures until such accumulated time is exhausted. Employees shall not be paid for any unused, accumulated earned days upon separation from the Town.
- Section 7.12 A permanent employee who has used all available sick leave and annual leave or vacation leave, as the case may be, as well as extended sick leave, if granted, shall be eligible for medical leave without pay to be used for purposes consistent with Article VII, Section 7.0. This leave shall be granted for a maximum of twelve (12) weeks, during which time the Town will

continue to pay for the employee's medical benefits and life insurance. An employee on medical leave without pay shall not be eligible for other benefits contained within the bargaining agreement.

An employee returning from medical leave without pay within the twelve (12) week period shall return to the position he occupied when he began his leave, except if there are health restrictions that do not allow this

Should the employee not be able to return within the time limits of the medical leave without pay, the employee may apply to the General Manager for an extension of medical leave without pay. The General Manager has the sole discretion in acting on the request for the extension, and his decision is not subject to the grievance procedure. If the extension is not granted, the employee's employment with the Town shall be considered terminated. If the extension is granted, the time of the extension shall be determined by the General Manager.

An employee shall normally be eligible to receive medical leave without pay once during his employment with the Town of Manchester in accordance with the provisions stated above. In exceptional cases, a permanent employee who suffers an illness which necessitates a request for a second medical leave without pay, may request such leave from the General Manager and the General Manager shall have the sole discretion to grant such leave. His decision shall not be subject to the grievance procedure. If the medical leave without pay is not granted, the employee's employment with the Town shall be considered terminated. Should the General Manager grant the request for said leave, the General Manager shall designate the length of the leave.

An employee, on either an extension of medical leave without pay or a second medical leave without pay, will, upon the granting of the leave, be required to submit in a manner and time designated by the Director of Finance, payment for the cost of medical and insurance benefits. The Director of Finance shall have the authority to stop medical and insurance benefits if the payments are not made in the manner or time specified. An employee on the above-mentioned medical leave without pay shall not be eligible for other benefits contained within the bargaining agreement and the Town shall have the right to hire a replacement for the employee immediately upon the granting of the leave. An employee returning from either an extension of medical leave without pay or a second medical leave without pay shall be permitted to return to the position he occupied when he began his leave except if there are health restrictions that do not allow this or if the Town has hired a replacement. In the event the position is filled, he shall be placed on a preferential hiring list for a period of two (2) years.

Employees granted leave under this Section shall not have their seniority terminated; however, the employee's seniority shall be reduced by the length of the leave.

The Town may require an employee to take a physical examination before or during any of the periods of leave provided for above. An employee returning from any of the leaves provided for above will be required to provide the Town with a medical certificate indicating he is able to return to work. The Town has the right to examine the results of any physical examination taken for the purposes of this Section.

Section 7.13 Employees who are on authorized leave due to temporary illness or injury, personal or work-connected, which is expected to last longer than ten (10) working days, shall, in a timely manner, present to his or her physician the Temporary Limited Disability (TLD) explanation package and release form attached to this Agreement as Appendix E. Employees shall request that their physician complete the release forms as soon as they are capable of performing temporary limited duty or have reached maximum medical improvement, whichever occurs earlier. The completed release form should be submitted to his supervisor as soon as possible after completion by the treating physician, and after concurrence by the Town's physician, the employee shall be required to return to a TLD assignment within your division if release for such work is indicated on the form. The nature of the assignment and duration shall be at the discretion of the supervisor, taking into consideration the temporary physical restrictions of the employee as identified by the treating physician. If there is no appropriate work within the division, then Human Resources will work with the employee to seek other TLD assignments within the Town.

Section 7.14 The intent of this provision is to permit the return to work as soon as is medically possible of employees who are affected, as set forth in the above paragraph. Employees shall make every effort to encourage their treating physician to allow them to return to work at the earliest possible time. Nothing herein shall affect the Town's rights under applicable Workers' Compensation Statutes. Further, the parties understand that TLD assignments are assignments other than normal duties, and it is not the intent that said assignments are to be of a make work or permanent nature. Employees who at any time are determined to be unable to perform the essential functions of their position on a permanent basis shall not be eligible to receive or continue to receive a TLD assignment.

<u>Section 7.15</u> Employees on a TLD assignment who would otherwise be eligible to receive Workers' Compensation payments shall have such time on said assignment count toward eligibility to receive Supplemental Workers' Compensation payments as provided for in Article VII, Section 7.3(a).

## ARTICLE VIII WAGES AND BENEFITS

### Section 8.0

(a) The pay plan for the period July 1, 2006 through June 30, 2009 shall be attached hereto as Appendix I.

The pay plan shall be adjusted to reflect the following general wage increases:

Effective and retroactive to July 1, 2006, all wages in effect on June 30, 2006 shall be increased by three and one-half percent (3.5%).

Effective July 1, 2007, all wages in effect on June 30, 2007 shall be increased by three percent (3.0%).

Effective July 1, 2008, all wages in effect on June 30, 2008 shall be increased by three and one-half percent (3.5%).

Effective upon issuance of the arbitration award in Case 2007-MBA-54, the wages for Water and Sewer Maintainer/Equipment Operator 1 shall be increased by an additional thirty seven cents (\$0.37) per hour.

Any retroactive wage increases are retroactive for those employed as of the signing of the contract or issuance of arbitration award and for those who have retired since June 30, 2006.

- (b) The Town may hire at Step 2 of the wage schedule based on market conditions. If the Town hires an employee at Step 2, employees in the same classification who are at Step 1 shall be moved to Step 2.
- (c) Each employee who qualifies shall receive annual longevity on the following schedule:

10 years	\$200.00
15 years	\$300.00
20 years	\$500.00

Longevity payments shall be made in two installments - May and November each year, with the increased longevity provided herein to be effective with the May 1999 payment.

Longevity payments will be eliminated for any employees hired after January 1, 1999.

Section 8.1 Whenever an employee is assigned by the department/division head or his designee to work in a classification higher than his own, he shall be paid the rate of pay for such higher classification at the first grade in the higher classification, which provides an increase in pay, except that employees hired prior to January 1, 1999, shall continue to be paid the rate of pay for such higher classification at the grade of his normal classification, depending on whether he was receiving the starting or standard rate of pay for his own classification.

Employees shall be paid a minimum of four (4) hours for out-of-class assignments. If the assignment exceeds the four-hour minimum, the employee shall be paid for eight (8) hours work out of class. If the assignment exceeds eight (8) hours, the employees shall be paid out of class for the duration of the assignment.

<u>Section 8.2</u> The Town agrees to cover the employees under the provisions of the Unemployment Compensation Laws of Connecticut.

**Section 8.3** Employees working on a shift other than those provided for in Article IV, Section 4.0, shall receive a ten percent (10%) pay differential for all hours worked.

### **Section 8.4**

- (a) In order to stimulate promotions from within the department, the General Manager shall have established a training program to prepare present employees to advance to positions in the service requiring higher skills and more responsible duties. This training will be done under the direction of a supervisor, qualified equipment operator, heavy truck driver or other tradesman. The training period may or may not run consecutively. Training may continue until such time as the trainee is sufficiently skilled so as to qualify for a promotion when a vacancy exists. A working test may be conducted and rated by qualified persons.
- (b) The training program may be terminated, by mutual agreement between the department head and the Union, for any specific individual, if the trainee, after a sufficient trial is found unable to learn the required duties. Any employee so removed shall have recourse through the grievance procedure starting in Step III.
- (c) During the training period the employee shall be paid at his regular rate of pay for the first forty (40) hours of training. Thereafter he shall be paid the prevailing wage rate for the position for which he is training when performing the duties of the position for which he is being trained.
- (d) Employees, within the department involved, shall be notified of a vacancy in the training program and will be given at least one (1) week's time to submit their names. Selection for the training program shall be made from those expressing a desire to participate from the next lower classification on the basis of seniority. If there are no applicants from the next lower classification, then selection will be made from other classifications in the same manner.
- <u>Section 8.5</u> When working during snow and ice control activities, drivers shall receive an additional "tack-on" allowance of twenty cents (\$.20) per hour. If two (2) employees are assigned to a truck, there shall be no "tack-on" allowance.
- <u>Section 8.6</u> A twenty cent  $(20\phi)$  tack-on allowance per hour for any Maintainer II who is working for the Sanitation Division as of April 1, 1996, for hours worked within said Division. Employees hired or transferred into the Division after January 1, 1999, to work in the Sanitation Division after said date, shall not be eligible to receive the tack-on allowance.
- Section 8.7 Any employee in the Union taking college courses which, in the sole discretion of the General Manager, would improve the employee's current job skills, would make him/her eligible for future promotion, or is a college course which Federal and/or State statute mandates an employee must take as part of their current job requirements, shall be eligible to be reimbursed for seventy-five percent (75%) of course costs, excluding any special fees charged by the school, and books when the school and course(s) are approved in writing by the General Manager in advance and the employee receives a "C" or better ("B or better for graduate work) in such approved course(s). The General Manager's determination shall not be subject to the

grievance procedure. Notification of intent to take such course(s) and requests for approval must be made with enough notice so that money can be properly budgeted. If said notice is not provided in a timely fashion, reimbursement may be delayed until the following fiscal year. Employees who leave the Town's employ, for any reason, within three (3) years of being reimbursed under this Section, shall have deducted from any payout for which the employee is eligible under Article VII, Section 7.1(a)-(c), the amount of reimbursement they have received under this Section.

In order to encourage existing WWTP employees (those employed in said positions as of the date of this Agreement) to obtain advanced operators licenses, the Town agrees to reimburse operators for seventy-five percent (75%) of the cost of books and tuition for courses recognized by the State of Connecticut as acceptable toward the Operator's license and approved by the Town as part of an education plan and for which they receive a passing grade. Employees may, based upon course availability, have to take courses after regular working hours without compensation.

<u>Section 8.8</u> <u>Wastewater Treatment Plant Assignments and Licensing</u>. The Town and Union recognize and agree that it may be necessary at times to alter or vary the individual task assignments of the operators working at the Wastewater Treatment Plant (WWTP). This is necessary due to staffing levels of the WWTP and the need to properly operate and maintain the facility in accordance with State and Federal regulations.

Until such time as additional operators are hired or trained who possess advanced licenses, it may be necessary to restrict movement of operators between work schedules or limit leave requests to ensure that a Class III Operator is in responsible charge at the plant. Operators, denied movement to another position within the WWTP due to license requirements, shall have the first right to bid on the next available opening within the group, subject to scheduling concerns stated herein.

Wastewater Treatment Plant Operators hired prior to July 1, 1998 (R. Garcia, D. St. Peter), shall be grandfathered in regard to the Town's licensing requirements as contained in the job description for the position.

The parties agree that it would be beneficial for an employee(s) to be assigned as a Team Coordinator to assist in facility assigned tasks. Employees serving in this capacity shall be required to have obtained at the minimum a Class III Operators License. Individuals employed as a Wastewater Treatment Plant Operator who obtain a Class III Operator's license, shall be paid at the Step 5 rate for said position

**Section 8.9 Water Plant Licensing.** Employees hired into Water Plant classifications requiring licensing shall be required to obtain the licensing within the stated time frame.

# ARTICLE IX DISCIPLINARY PROCEDURE

### Section 9.0

- (a) All disciplinary actions shall be applied in a fair manner and shall not be inconsistent with the infraction for which the disciplinary action is being taken.
- (b) Disciplinary actions shall include (a) a verbal warning; (b) written warning;(c) suspension without pay; (d) demotion; (e) discharge, and may not necessarily follow this order depending upon the nature of the charge.
- (c) All suspensions, demotions and discharges must be for just cause. Whenever any such action is taken, the division or department head shall, at the time of suspension or discharge, furnish the employee, the General Manager, and the President of the Union, in writing, a statement of the reasons for such action and the period of time for which any such suspension is to be effective.
- (d) Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the grievance procedure.
- (e) If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. The employee shall conduct himself in a reasonable fashion whenever-meeting with Town officials.
- (f) All disciplinary records will be withdrawn from an employee's personnel file after three (3) years provided there are not other incidents of a similar nature within the three-year period of time.

# ARTICLE X GRIEVANCE PROCEDURE

<u>Section 10.0</u> The purpose of this procedure is to provide an orderly method for adjusting grievances. Grievances arising out of matters covered by this Agreement, and dispute and consultations on any questions arising out of the employer-employee relationship, will be processed in the following manner at the request of either party.

#### **STEP ONE**

The aggrieved employee and/or his Union Steward shall take up the grievance of dispute with the employee's immediate supervisor within ten (10) working days of the date of the incident or action. The immediate supervisor shall adjust the matter at once, or notify the employee and his Steward of his decision within ten (10) working days from the day the matter is presented.

#### **STEP TWO**

If the matter has not been settled, it may be presented in writing by the Union Steward to the division head, if any, or to the department head within ten (10) working days of the notification under Step 1. The division head, if any, or the department head shall, within ten (10) working days from the date the matter is submitted to him, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter at once, or notify the employee, the Steward and the Council 4 Representative of his decision in writing within ten (10) working days after the day of the meeting. The written grievance shall include:

- (a) A statement of the grievance and the facts involved;
- (b) The specific violation of the Contract;
- (c) The remedy requested.

#### **STEP THREE**

If the matter is still unsettled, the Steward and/or the President of the Union may, within ten (10) working days, present the written grievance referred to in Step Two to the General Manager for further review. The General Manager shall, within ten (10) working days from the date the matter is submitted to him, arrange a meeting with all those concerned present, to review the facts and shall adjust the matter or notify the employee, the President of the Union and Council 4 Representative of his decision, in writing, within ten (10) working days after the day of the meeting.

#### **STEP FOUR**

If the matter is still unsettled, the Union may, within thirty (30) working days of receipt of the Step Three answer, submit the matter to arbitration by the State Board of Mediation and Arbitration. The decision of the Arbitrator(s) shall be final and binding on both parties. The Arbitrators) shall be limited to the terms of the Agreement and shall not have the power to modify, amend or delete any terms or provisions of the Agreement.

<u>Section 10.1</u> Officers and/or Stewards of the Union, as shall be designated by the Union for the purposes of adjusting grievances and/or contract negotiations, shall be afforded the necessary amount of time, without loss of pay, to conduct such business. One Local Union Official and one Steward may, at the Union's discretion, attend grievance meetings with the grievant unless other arrangements are made prior to the day of the meeting. No meetings of Union officials will be permitted on Town time.

<u>Section 10.2</u> The services of the Council 4 Representative shall be available to the Union at any step of the grievance procedure.

<u>Section 10.3</u> The division head, if any, or the department head and the Union committee of the employees of his department shall meet periodically for the purpose of discussing matters of

mutual interest, performance of work, employee behavior, and working conditions; with the intent to avoid the necessity for individual recourse to the formal grievance procedure and to generally promote a satisfactory relationship.

<u>Section 10.4</u> Failure of the Town, employees or the Union to insist upon compliance with any provision of this Agreement at any given time or times under any given set or sets of circumstances, shall not operate to waive or modify such provision, or in any manner whatsoever to render it unenforceable, as to any other time or times or as to any other occurrence or occurrences, whether the circumstances are, or are not, the same.

# ARTICLE XI SAFETY AND HEALTH

**Section 11.0** The President of the Union shall designate two (2) employees to serve on the Town Safety Committee, one from Field Services and one from Water and Sewer.

Section 11.1 The Town will provide employees, who work outside in inclement weather, foul-weather gear, i.e., raincoats or rain suits, rain hats, boots, arctics, gloves, etc., and for their care and maintenance. With the exception of gloves, replacements may be obtained by turning in damaged or worn items that were previously issued. Lost or stolen items should be reported to the supervisor within twenty-four (24) hours. In addition, the Town shall provide all Mechanics with coveralls, uniforms for Sewer Treatment for Sewer Treatment employees and Sewer Maintenance employees, Laboratory Technicians, and Water Treatment Plant Operators, and for their care and maintenance. The Town may, at their sole discretion, increase the number of uniforms provided to a division or group of employees based on need. The Town's determination in this regard is not subject to review through the grievance procedure. Furthermore, the Town reserves the right at their sole discretion to purchase uniforms for other employees which shall be worn at all times while at work and maintained by the employees.

Section 11.2 Employees shall receive a meal allowance of five dollars and fifty cents (\$5.50) per meal and the necessary time to consume the meal not to exceed one-half (½) hour if employed during the meal times of 6:00 P.M., 11:00 P.M., and 6:00 A.M. if employed for overtime work and also if employed during the 12:00 noon meal time, if employed on any day off or on overtime work. The 12:00 noon meal Monday to Friday would also be paid if the employee reports to work by 4:00 A.M. If there is a previous scheduling of overtime work, there shall be no payment for meal allowances.

Effective on signing or issuance of an arbitration award for this 2006-2009 Agreement, the Town may provide food in lieu of paying meal allowances in extraordinary circumstances. The Town shall provide sufficient food for all employees who are working and all such employees shall be given adequate notice of the time(s) and location where food will be provided.

The amount of the meal allowance shall increase to six dollars (\$6.00) effective July 1, 2007 and to seven dollars (\$7.00) effective July 1, 2008.

<u>Section 11.3</u> The Town shall provide, free of charge to the employees, medical injections for the prevention and treatment of the contagious diseases such as poison ivy, flu and tetanus, if the vaccine is available. Hepatitis injections will be made available for those positions determined by the Director of Health.

<u>Section 11.4</u> The Town will reimburse bargaining unit members in the Public Works Department who are required by the Town to possess pesticide and herbicide licenses for the cost of said license.

<u>Section 11.5</u> The Town will pay each employee eighty dollars (\$80.00) per year for safety shoes. This payment will be made in February of each year to employees who have completed their probationary period. Employees receiving said reimbursement shall wear the safety shoes at all times during the workday. Affected employees found not wearing safety shoes may be subject to disciplinary action.

Effective with the 2007-2008 contract year, in lieu of the allowance, employees shall be reimbursed once each contract year for the amount paid for safety shoes, upon presentation of a receipt. Reimbursement shall be made in a separate vendor check. Reimbursement shall be up to the following amounts:

- Effective July 1, 2007 \$130
- Effective July 1, 2008 \$155

**Section 11.6** Employees who desire to take time off on the next regularly assigned work shift after working continuous hours on an emergency event may charge such time to annual leave, sick leave, or accumulated earned time, with such time not to exceed one (1) regular workday per emergency event.

<u>Section 11.7</u> Employees or positions affected by the Urban Mass Transit Administration Drug Regulations shall abide by the policies and procedures of said Drug Testing Program which shall include, but not be limited to, "reasonable suspicion" and random drug testing. All employees shall be subject to the Substance Abuse Policy as attached in Appendix F of this Agreement.

**Section 11.8** If an employee is required to use a respirator on the job, the Town will reimburse the employee for prescription lens inserts once every two years.

## ARTICLE XII INSURANCE AND PENSION

### **Section 12.0 Health Insurance.**

- A. The Town shall provide and pay for the following health insurance for each employee and his dependents, except as otherwise provided herein:
  - 1. Revised Century Preferred.

- 2. \*Non-Gatekeeper POS.
- 3. \*Gatekeeper POS and HMO plans.
- 4. Employees hired prior to July 1, 1999, shall be eligible to receive the Full Service Dental Plan and, for themselves only, Rider A of said Plan. Employees hired on or after July 1, 1999 shall be eligible to receive the 90/10 dental plan, which requires that the employee pay ten percent (10%) of the cost of services.

\*Providers other than Anthem Blue Cross, if selected pursuant to Section 12.4 below, may not be able to provide both the Non-Gatekeeper and Gatekeeper POS Plans.

An employee hired on or after July 1, 2007 shall not be eligible to elect the Century Preferred Plan.

An employee shall pay the following premium cost sharing, on a pre-tax basis, for the plan selected and level of coverage (single, two-person or family):

There will be no change in premium cost sharing until July 1, 2007.

Effective July 1, 2007:

Revised Century Preferred: 12%

Non-Gatekeeper POS: 9% (for employees hired before 2/1/03)

11% (for employees hired after 2/1/03)

Gatekeeper POS: 7% HMO: 7%

Effective July 1, 2008:

Revised Century Preferred: 13% Non-Gatekeeper POS: 11% Gatekeeper POS 8% HMO 8%

Contraceptive coverage shall be added to all of the above plans effective June 30, 2009.

B. An employee may elect to waive the health insurance coverage of this Section, provided that the employee provides proof that he or she has alternative coverage. The option to waive coverage must be elected at the time of the annual open enrollment, on such form as the Town shall provide. An employee who waives coverage shall not be required to contribute toward the cost of the health insurance benefit during the period of the waiver of coverage. If an employee is eligible to re-enroll in the health insurance plan, the employee shall be required to pay the same cost sharing as other employees and, in

addition, five hundred dollars (\$500) annually for that number of years the employee was not enrolled in the plan. An employee who waives health insurance coverage shall be eligible to re-enroll only as follows:

- 1. during an open enrollment; or
- 2. upon the occurrence of a qualifying event as defined by law, and submission of documentation to the Town of such qualifying event.

### **Section 12.1** Life Insurance.

- A. The Town shall provide and pay for forty thousand dollars (\$40,000) group life insurance for each regular member of the bargaining unit and an additional thirty thousand dollars (\$30,000) of group life insurance may be purchased at the employee's expense.
- B. The Town shall provide each regular member of the bargaining unit ten thousand dollars (\$10,000) of Accidental Death and Dismemberment coverage, which provides an additional benefit for loss of limbs, eyes, or life due to accidental causes.

Section 12.2 Retiree Insurance. Employees hired prior to February 1, 2003, who are eligible for retiree coverage and who are under 65, shall be eligible to receive for themselves and depending upon their date of hire for their spouse of record at the time of retirement, the medical coverage identified in Section 12.0, above, and shall pay the yearly employee coverage required of active employees, except that retirees electing the Revised Century Preferred Plan shall pay fifty percent (50%) of the yearly employee contribution rate required of active employees. The minimum contribution rate shall be that amount in effect for employees as of July 1, 2002. Employees who are within ten (10) years of retirement as of January 1, 2000, shall have their employee contributions fixed at the yearly contribution rates in effect at the time of their retirement. Employees hired after February 1, 2003, who subsequently retire will be eligible for themselves only to receive the \*Blue Care Gatekeeper or \*Non-Gatekeeper Plan, provided they meet the other conditions contained herein.

\*Providers selected pursuant to Section 12.4 below, may not be able to provide both the Non-Gatekeeper and Gatekeeper POS Plans.

Except as otherwise provided for herein, the Town shall provide and pay for the employee and spouse of record at the time of retirement (if eligible for spousal coverage dependent upon date of hire) supplemental Medicare coverage for those over sixty-five (65) years of age. Employees shall on a monthly basis contribute toward the cost of said insurance coverage utilizing the same yearly percentage figure that they were contributing for health insurance prior to reaching age sixty-five (65). In addition employees shall pay on a monthly basis the differential cost for any improvements made to the supplemental Medicare coverage for that calendar year.

Spousal coverage shall cease upon the death of the employee.

The Town shall provide life insurance in the amount of six thousand dollars (\$6,000) for the retired employee.

## **Section 12.3 Pension.** The retirement plan shall provide:

- (a) Full vesting at retirement age after five (5) years' service provided that the employee does not withdraw his contributions from the system on termination of service with the Town.
- (b) Retirement contribution and benefits to be based upon full earnings of an employee including overtime. Benefits will be based upon an average of the highest three (3) years' earnings.

Employees hired on or after July 1, 2007 shall not be eligible for participation in the Town's defined benefit pension plan. Such employees shall be eligible for the Town's defined contribution plan.

The Town shall provide for pretax pension contributions as allowed by the Internal Revenue Code and the Supplemental Pension Ordinance.

Section 12.4 Change of Carriers. All employee insurances referred to in this Article shall be those specifically named or similar benefits and co-pay arrangements provided by an alternative health insurance benefit carrier provided that the size of the service network offered must be eighty percent (80%) of that currently offered. The following will be excluded in determining whether a plan is similar or not: out-of-state reciprocal arrangements for routine care (non-emergencies), except that at least one plan option shall include such out-of-state reciprocal arrangements; claims processing; payment methods and plan documents definitions and language.

## ARTICLE XIII LABOR-MANAGEMENT MEETINGS

<u>Section 13.0</u> Representatives of the Union, not to exceed two (2) in number, and of the Town, shall meet quarterly at mutually agreed upon times for up to one and one-half  $(1\frac{1}{2})$  hours to discuss matters of mutual concern relating to the interpretation, application or administration of this Agreement, existing work rules or issues of safety and health. Each party shall prepare and submit an agenda to the other party one (1) week prior to the scheduled meeting.

# ARTICLE XIV MANAGEMENT RIGHTS

<u>Section 14.0</u> It is recognized that the Town, through its General Manager, has and will continue to retain the rights and responsibilities to direct the affairs of its personnel in all of its various aspects, except those specifically abridged or modified by this Agreement. Such rights and responsibilities are inherent in the General Manager by virtue of statutory and charter

provisions, consequently, actions with respect to such rights and responsibilities are not subject to review, except those specifically abridged or modified by this Agreement.

<u>Section 14.1</u> Nothing in this Agreement shall be construed as abridging any right, benefit or privilege that the employees have enjoyed heretofore.

<u>Section 14.2</u> The Town may, in its sole discretion, determine that refuse collection will be performed in whole or in part by bargaining unit employees on or after July 1, 2007. Prior to making such determination, the Town shall develop job classifications, job descriptions, rates of pay and hours of work/work schedules including holidays and overtime for the work to be performed and shall provide copies to the Union. (All other terms and conditions of employment shall be as set forth in the parties' collective bargaining agreement for the unit.) At the request of the Union, the Town shall negotiate with the Union. Negotiations shall commence not more than 30 calendar days from the date the Town provides the material to the Union.

## ARTICLE XV SAVINGS CLAUSE

<u>Section 15.0</u> Should any article, section, or portion thereof, of this Agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree where applicable to negotiate a substitute for the invalidated article, section, or portion thereof.

# ARTICLE XVI DURATION

#### Section 16.0

This Agreement shall be effective on signing or issuance of an interest arbitration award, whichever occurs first, except as otherwise specified herein, and shall remain in full force and effect through June 30, 2009.

IN WITNESS WHEREOF, the parties hereto, 2007.	o have set their hands this day of
FOR THE TOWN OF MANCHESTER	FOR LOCAL 991 OF COUNCIL NO. 4, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

Scott Shanley	Thomas Stough	
General Manager	President	

# **EQUIPMENT LIST**

	MAINTAINER III	MAINTAINER II	MAINTAINER I
Front End Loader-Above 1 cu. yd. Struck	•	•	
Backhoe-Above <sup>3</sup> / <sub>4</sub> cu. yd. Struck	•	•	
Bulldozer-All units	•	•	
Compactor-Above 5 Tons	•	•	
Grader-All units	•		
Paving Machine-All units	•		
Street Sweeper-Above 3 Tons	•	•	
Roller-Above 5 Tons	•	•	
Vac-All-All units	•	•	
Vacuum Leaf Machine-All units	•	•	
Berm Machine-All units	•		
Skid Box-All units	•	•	
Berm Feeder-All units	•	•	•
Equipment Trailer-Above 18,000 GVW	•	•	
Pavement Saw-All power units	•	•	•
Tampers-All power units	•	•	•
Pumps	•	•	•
Rodding Machine-All power units	•	•	•
Roller-Below 3 Tons	•	•	•
Six Wheel Trucks-Above 18,000 Tons	•	•	•
Ten Wheel Trucks-Above 18,000 Tons	•	•	•
Crusher/Screener-All Units	•	•	•
Backhoe-Below <sup>3</sup> / <sub>4</sub> cu. yd. Struck	•	•	•
Trucks/Trailers-Below 18,000 GVW	•	•	•
Automobiles/Pick-up Trucks-All Units	•	•	•
Front End Loader-Below 1 cu. yd. Struck	•	•	•
Mowers-Riders/Self Propelled	•	•	•
Tractors-All units: All attachments	•	•	•
Sky Worker-All units-When Operating Bucket	•	•	
Brush Cutter-Steel Blade	•	•	•
Stump Machine-All units	•	•	•
Jackhammer-All units	•	•	•
Compressor-All units	•	•	•
Leaf Blower-All units	•	•	•
Hand Mower-All units	•	•	•
Snow Blower-Walk Behind	•	•	•
Cement Mixer-All units	•	•	•
String Trimmer-All units	•	•	•
Chain Saw-All units	•	•	•
Chipper-All units	•	•	•
Tub Grinder-All units	•	•	

# **EQUIPMENT LIST**

	MAINTAINER	MAINTAINER	MAINTAINER
	<u> </u>	<u> </u>	I
Window Turner/Leaf Composting Machine	•	•	
Tractor & Low Boy Trailer-All units	•		
Sand Blaster-All units	•	•	•
Fork Lift-All units	•	•	•
Skid Steer Loader/Bombadier-All units	•	•	•
Hand Tools-All types	•	•	•
Portable Power Tools-All types	•	•	•
Stationary Woodworking Equipment-All types	•	•	•
Stationary Power Equipment-All types	•	•	•
Roll-Off Truck-All units	•	•	
Snow Blower/Payloader Combination-All units	•	•	
Track Loader-All units	•	•	
Excavator-All units	•		
Walk Behind Equipment -All units	•	•	•
Wing Mower-All units	•	•	•
CFC Machine	•	•	•
Boat with Motor-All units	•	•	•
Boat without Motor-All units	•	•	•
Sign Machine	•	•	•

# EQUIPMENT LIST (CONTINUED)

WATER A	& S MAINTAINER/OPERATOR II	W & S MAINTAINER/OPERATOR I	SEWER TREAT, PLANT OPERATOR	WATER FILTER PLANT OPERATOR	WATER METER TECHNICIAN	WATER METER INSTALLER	
EQUIPMENT LIST	T SPECIFICATIONS	AIN	AIN	IREA	FILT	MET	MET
BY SIZE A	ND DESIGN	W & S M	W & S M	SEWER	WATER	WATER	WATER
Backhoe w/access	Above ¾ Cu. Yd. Struck	X	X				
Loader	Above 1 Cu. Yd. Struck	X	X				
Backhoe w/access	Below ¾ Cu. Yd. Struck	X	X				
Loader	Below 1 Cu. Yd. Struck	X	X				
Cement Mixer	All	X	X	X	X		
Chain Saw	All	X	X	X		X	X
Compressor	All	X	X	X	X	X	X
Flat Bed Trailer	Above 26,000 lbs. GVW	X					
Flat Bed Trailer	Below 26,000 lbs. GVW	X	X				
Mowers	All	X	X	X	X	X	X
Sewer Jet	All	X	X				
Sewer Rodder	All	X	X				
Jet-Vac	All	X	X				
Tapping Machine	All	X	X			X	X
Six Wheel Trucks	Above 26,000 lbs. GVW	X	X	X		X	X
Ten Wheel Trucks	Above 26,000 lbs. GVW	X	X	X		X	X
Six Wheel Trucks	Below 26,000 lbs. GVW	X	X	X		X	X
Ten Wheel Trucks	Below 26,000 lbs. GWV	X	X	X		X	X
Pickup Trucks	All	X	X	X	X	X	X
Automobiles	All	X	X	X	X	X	X
Sand Blaster		X	X	X			
Motor Boat		X	X		X	X	X
Snow Blowers		X	X	X	X	X	X

# EQUIPMENT LIST (CONTINUED)

WATER AND EQUIPMENT LIST BY SIZE AND	W & S MAINTAINER/OPERATOR II	W & S MAINTAINER/OPERATOR I	SEWER TREAT, PLANT OPERATOR	WATER FILTER PLANT OPERATOR	WATER METER TECHNICIAN	WATER METER INSTALLER	
Jackhammer		X	X	X		X	X
Brush Cutter		X	X	X			
Water Pumps		X	X	X	X	X	X
String Trimmers		X	X	X	X	X	X
Excavator w/access		X					
Road Saw		X	X				
Pipe line inspection camera & equipment		X	X				
Paving Box		X					
Pipe Saw/Cutter		X	X			X	X
Pipe Locators, etc.	X	X			X	X	
Holder		X	X				
Clearing Saw	All	X	X				
Forklift		X	X	X	X	X	X

## **HOLIDAY WORK SCHEDULE - LANDFILL OPERATORS**

# <u>Condition 1 – Working Holiday</u>

Two (2) or more Operators scheduled to work One (1) or more Operator(s) scheduled to be off

Two of the Operators scheduled to work, report and are paid double (2) time plus eight (8) hours of regular pay.

Operator or Operators not scheduled to work do not report and are not paid for that day; however, are given another day off with regular pay at another time.

If more than two Operators are scheduled to work on a working holiday, the two Operators selected to work shall be determined based on accumulated overtime.

The Operator or Operators that were scheduled to work but were informed not to work will receive eight (8) hours of regular pay with no additional time off.

## Condition 2 - Non-Working Holiday

Two (2) or more Operators scheduled to work One (1) or more Operator(s) to be off

Any Operators scheduled to work will not report and are paid eight (8) hours at regular pay.

Any Operators not scheduled to work will not report and will not be paid; however, these Operators will receive eight (8) hours off with pay at an arranged time.

# APPENDIX C

# **LANDFILL SCHEDULE - B**

# EVERY OTHER WEEKEND OFF

# WEEK 1

<u>Employee</u>	MON	TUES	WED	THURS	FRI	SAT					
Patterson	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	OFF					
Locke	OFF	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30					
Lloyd	OFF	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30					
Delaney	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30	OFF					
WEEK 2											
<u>Employee</u>	MON	TUES	WED	THURS	FRI	SAT					
Patterson	OFF	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30					
Locke	7-3:30	7-3:30	7-3:30	7-3:30	7-3:30	OFF					
Lloyd	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30	OFF					
Delaney	OFF	8-4:30	8-4:30	8-4:30	8-4:30	8-4:30					

#### APPENDIX D

## WASTEWATER TREATMENT PLANT SCHEDULE

The following schedule shall apply to Wastewater Treatment Plant Operators hired prior to February 1, 2003: a working schedule of four, 10-hour days for four Plant Operators involved in plant operations. Operators hired on or after February 1, 2003 may be assigned a working schedule of either four 10-hour days or five 8-hour days, in the Town's discretion and at such time as the Town determines.

Policies concerning the accrual and usage of paid time off for employees on this schedule are attached. The days and hours referenced on the attached for vacation/annual leave and other leave shall be adjusted for employees hired on or after the dates specified in Articles VI and VII of the main contract.

# WASTEWATER TREATMENT PLANT OPERATORS' FRINGE BENEFITS FOR THOSE WORKING FOUR 10-HOUR DAYS

#### **ARTICLE V - HOLIDAYS**

#### Section 5.0

- (a) Add: Those employees working four 10-hour days may observe the above holidays with full pay based on a 10-hour day.
- (b) Add: Those employees working four 10-hour days may have the option of selecting 10 hours of holiday pay or a compensatory day to be taken at a later date within one year of the date accrued.

### Sections 5.1 thru 5.3

Same.

#### Section 5.4

(b) Add: Those employees scheduled to work a ten hour shift on the holiday shall receive double time and ten hours holiday pay at the regular rate. Those employees regularly scheduled to work a four-day, 10-hour shift, shall receive ten hours pay at the regular rate or a compensatory day off to be taken at a mutually agreed upon time if the holiday occurs on his regularly scheduled day off.

#### ARTICLE VI - ANNUAL LEAVE

#### Section 6.0

- (a) Add: An employee scheduled for four 10-hour days, shall be entitled to 8 hours for each month of service to a maximum of 80 hours.
- (b) Add: Employees scheduled for four 10-hour days shall be entitled to a vacation of 80 hours

(a) Add:

An employee scheduled to work four 10-hour days shall be entitled to 8 additional vacation hours for each 2 years' service after 5 years, until his/her 15th year of service is reached, at which time he/she shall be entitled to 160 vacation hours annually.

Sections 6.1 thru 6.2

Same.

### ARTICLE VII - LEAVE PROVISIONS

#### Section 7.0

Add: Employees hired prior to July 1, 1996 who are scheduled for four 10-hour days shall have credited to their account, twelve 10-hour working days during each calendar year. Employees hired on or after July 1, 1996 shall have credited to their account 96 hours each calendar year.

#### Section 7.1

(a) Add:

Employees scheduled to work four 10-hour days, at time of retirement, shall receive compensation for unused sick leave, up to 840 hours (105 days x 8 hours) for employees hired prior to July 1, 1996, and up to 640 hours (80 days x 8 hours) at the average of their last three (3) years base pay for employees hired on or after July 1, 1996.

- (b) Same.
- (c) Add: Employees scheduled to work four 10-hour days shall receive compensation for up to 360 hours (45 days x 8 hours).

#### Section 7.2

For the purposes of this section, employees scheduled to work four 10-hour days shall be granted, and must reimburse days, on an 8 hour per day basis.

## Sections 7.3 (a) thru (e)

Same.

(k) Add: For the purpose of this section, employees scheduled to work four 10-hour days are eligible for one 10-hour day leave of absence. No more than two such requests may be made by an employee in any one calendar year.

## Sections 7.4 thru 7.10

Same.

## Section 7.11

For purposes of this section, those employees scheduled to work four 10-hour days shall be eligible for earned days based on an 8-hour day.

## TEMPORARY LIMITED DUTY EXPLANATION PACKAGE

The temporary limited duty explanation (TLD) package includes the following:

- (a) Doctor's evaluation form, filled out and signed by the employee.
- (b) The current job description of the employee.

The purpose of the TLD package is to provide the treating physician with correct information as to the present duties of the employee. The response of the treating physician will be evaluated; and if the physician has indicated that the employee is temporarily not able to return to his regular position but is physically able to perform temporary limited-duty assignments, he/she will be required to report for limited duty, subject to the determination of his supervisor as to the department's needs. TLD assignments shall to the extent possible be related to the type of work normally performed by the employee.

TLD assignments are temporary and will be discontinued if any of the following occur:

- (a) The treating physician returns the employee to full duty with no restrictions.
- (b) The treating physician temporarily prohibits the employee from continuing with a limited-duty assignment.
- (c) There are no longer available tasks within the Department that will accommodate the employee's capabilities and restrictions.
- (d) The treating physician indicates that the employee has reached maximum medical improvement and will not be able to return to his prior position.
- (e) An employee has been on temporary limited duty for a period of six (6) months. (The six-month period may be extended at the discretion of the General Manager or his designee.) The General Manager or his designee will be sole determinant for ruling on the extension of the six-month period.

# APPENDIX E

# **DOCTOR'S CERTIFICATE FOR WORK AUTHORIZATION**

Employee's	name:
Employee's	occupation/job title:
Physician na	me:
Date of exar	m/treatment:
Date of acci	month/day/year/hour dent:
Nature of in	jury/diagnosis:
Treatment a Medication of How long has Restriction of	dministered:prescribed:ave you been the treating physicianon employee's activities:
	ving the job description and examples of limited-duty, tasks, employee can:
(a)	Return to normal duties with no restrictions: yes [ ] no [ ]
(b)	Can return to work and perform tasks similar to those checked on the form entitled "Examples of Limited-Duty Tasks": yes [ ] no [ ]
(c)	Cannot return to work performing any task until release from doctor's care: yes [ ] no [ ]
(d)	Date employee can return to limited-duty work: m/d/y
(e)	Expected date at which time the employee can return to full duty:
	$\overline{\mathrm{m}/\mathrm{d}/\mathrm{y}}$
(f)	Next follow-up visit scheduled:

# TOWN OF MANCHESTER, CONNECTICUT POLICY ON DRUG AND ALCOHOL ABUSE

The Town of Manchester's Policy on Drug and Alcohol Abuse is designed to provide for a work environment free of drug and alcohol use and to help employees with substance abuse problems. The policy, developed after careful review of the latest medical information, the policies and experiences of other employers, and the legal considerations, is as follows:

- 1. The use, manufacture, sale, possession, dispensing or distribution of illegal substances or the abuse of legal drugs and/or use of alcohol while at work is prohibited.
- 2. Alcohol may not be brought or consumed on any Town property, including Town vehicles, unless specifically authorized by the General Manager.
- 3. The Town, upon initial notice of a drug/alcohol abuse problem will normally offer assistance to the employee for the treatment of such problem through our Employee Assistance Program. We encourage employees with a substance abuse problem to avail themselves of this help before disciplinary action becomes necessary. Employees, who successfully complete a rehabilitation program, who remain substance-free, and who have violated no other Town policies, will not place their employment in jeopardy. Employees who are in recovery are expected to maintain satisfactory job performance and remain committed to a rehabilitation plan. Nothing herein prevents the Town from immediately terminating an employee based on the severity of the incident.
- 4. Because our purpose is to serve the residents of the Town, it is essential that all employees report to work in the best possible physical condition. Being under the influence of alcohol or drugs while at work is strictly prohibited.
- 5. Criminal arrest for drug-related offenses occurring during non-working hours, in general, will not constitute grounds for discipline unless the offense is confirmed by criminal conviction. However, arrest may be grounds for other appropriate action, including, but not limited to, temporary transfer and/or enrollment in a Town-approved drug treatment program.
- 6. The legal use of prescribed drugs is permitted on the job if such use does not impair the employee's ability to work safely and does not endanger other employees. Employees must keep all prescribed medicine in the original container which identifies the drug, date of prescription, dosage and prescribing physician and must notify the Town's Health Department of the nature of the prescribed drug and any limitation associated with its usage.

Violation of any of these policies, or refusing to participate in any aspect of the program as outlined, may lead to disciplinary action, up to and including termination.

#### APPENDIX G

#### **CONTRACT SITES IN THE PARKS' DEPARTMENT**

Chapel Road, Pleasant Valley Road, Burnham Street Extension

Manchester Sand & Gravel (area both sides of New State Road)

Scott Drive - open space

North Fairfield Street - parklet

Middle Turnpike West - both sides near New State Road

Spring Street - from Globe Hollow, along Water Dept. property

Pitkin Glassworks - parklet

Pitkin and Porter Streets - parklet

Porter and Parker Streets - parklet

Porter Street and Adelaide Road - parklet

Parker and East Center Streets - bus stop parklet

Hartford Road - bus stop near Keeney Street

Oak and Cottage Streets - parking lot

Hills Street Land Trust - open space

Hills Street and Hillstown Road - sight line

Redwood Road - 2 sections: 1 by entrance, 1 along guardrail

Garden Grove Road and Hercules Drive - roadside

Prospect Street - parklet

Line and Main Streets - Town line

Lake Street - parklet

Devon Drive - parklet

Margaret Road - park-let

Ellen Drive - parklet

Thomas Drive - parklet

Foxcroft and Deepwood Drives - parklet

Deerfield Drive - parklet

Montclair Drive - parklet

West Middle Turnpike - 2 sections near Battison's

Union Street - bus stop

Summit and Williams Streets - parklet

Woodbridge Street - across from #166 to North Elm Street

Woodbridge and Oakland Streets - both sides, north side of Street

Woodbridge and Main Streets - bus stop

Center Springs Park - 1. Along Valley Street

- 2. Along Main Street, across from Friendly's
- 3. Along Edgerton Street guardrail

Hockanum River Linear Park

## APPENDIX G

#### **CONTRACT SITES IN THE WATER/SEWER DIVISION**

Well #9 – Bretton Road
Well #10 – Parker Street
Well #11 – Progress Drive
J.C. Penney Tanks - Batson Drive
Buckland Hills Mall Tank
Booster Station - Highland Street
Globe Hollow - Treatment Plant
Pump Stations - Colonial, Helaine & Baldwin Road
WWTP and Biosolids Facility
All sewer pump stations (Love Lane, J.C. Penney, Ridgewood, Birch Mtn.)
New State Road VOC Treatment Facility and Wells #6, #7, and #8
Birch Mountain Pump Station
Charter Oak Well #3
Parker Street Well #10
Forest Hill Tanks - Vernon Street

Meadowbrook/Lydall Woods easement

At the request of the Town, the parties agree to reopen negotiations concerning the contracting out of mowing and snow removal within the Park & Cemetery Division, as well as contracting out or requiring that those entities, which have lease arrangements with the Town for use of public buildings, are responsible for maintenance of said buildings, including snow removal.

#### STEPS ADVANCEMENT AND SPECIAL STEPS

- Employees hired after January 1, 1999 shall be eligible for a step increase which follows the receipt of one (1) good rating in all performance factors included as part of their performance evaluation reports, not including the initial probationary evaluation. Said increase shall take effect on the anniversary date of hire. Employees who are promoted after January 1, 1999 shall be eligible for a step increase which follows the receipt of one (1) good rating in all performance factors included as part of their performance evaluation reports, not including the promotional probationary evaluation. Said increase shall take effect on the anniversary date of promotion. Employees who do not receive the necessary rating in all performance factors shall not be eligible to advance in grade until they have achieved a good rating in all performance factors on a subsequent performance evaluation report.
- If an employee is on promotional probation at the time of the annual evaluation, the promotional evaluation will count as one of the consecutive evaluations and will be substituted for the annual evaluation. If an employee is promoted and completes the promotional probation prior to the time for the annual evaluation, the annual evaluation will count toward the consecutive evaluations.
- Employee J. Reilly, who is above the maximum of the pay grade for his classification, shall continue to be grandfathered and eligible for general wage increases applied to his base rate. These rates will be included in the wage tables.
- An employee hired on or after January 1, 1999, who is promoted shall go to the first step of the new grade which provides an increase in pay to a maximum of Step 4. An employee hired prior to January 1, 1999, who is promoted shall receive the starting rate for the new position and be eligible to move to the standard rate one (1) year after the date of promotion. For this purpose, the "standard rate" is Step 4 of the range, and the "starting rate" is ten cents (10¢) per hour below the standard rate.
- Employees shall, if they meet the specified license requirements and/or are designated as "in responsible charge" by the Town, be eligible for Grades 5 and 6.

Water Treatment Plant Operators who obtain their Class IV Water Treatment Plant Operator's license, shall be compensated at Step 5. The Town shall, in its sole discretion, designate one (1) Water Treatment Plant Operator to serve in a position of "responsible charge" and that employee shall be compensated at Step 6.

The Town shall, in its sole discretion, designate one (1) Wastewater Treatment Plant Operator to serve in a position of "responsible charge" for a shift and that employee shall be compensated at Step 6.

Maintainer I's, who in the sole discretion of Town are designated after the date the contract is signed as being "in responsible charge" of a major project which may include, but not limited to, planning, designing, scheduling, ordering materials and participating in a project, shall be compensated at Step 5 of the specialized pay grade for the position during the time they are so designated, excluding any overtime pay for work not associated with the project.

# APPENDIX I

# **SALARY SCHEDULES**

2006- 2007

# TOWN OF MANCHESTER SALARY TABLE FOR LOCAL 991 PUBLIC WORKS (OF COUNCIL NO. 4 - AFSCME, AFL-CIO)

# EFFECTIVE JULY 1, 2006 THROUGH JUNE 30, 2007 3.5 % INCREASE

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T102	MECHANIC I	100	1	13.5610	40.00	108.49	1,084.88	28,206.88
T102	MECHANIC I	100	2	13.9872	40.00	111.90	1,118.98	29,093.48
T102	MECHANIC I	100	3	14.4137	40.00	115.31	1,153.10	29,980.60
T102	MECHANIC I	100	4	14.8526	40.00	118.82	1,188.21	30,893.46
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	1	15.4982	37.50	116.24	1,162.37	30,221.62
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	2	15.9245	37.50	119.43	1,194.34	31,052.84
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	3	16.3507	37.50	122.63	1,226.30	31,883.80
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	4	16.7899	37.50	125.92	1,259.24	32,740.24
T211	DRIVER/ CUSTODIAN SR CTR 8	111	1	15.4982	40.00	123.99	1,239.86	32,236.36
T211	DRIVER/ CUSTODIAN SR CTR 8	111	2	15.9245	40.00	127.40	1,273.96	33,122.96
T211	DRIVER/ CUSTODIAN SR CTR 8	111	3	16.3507	40.00	130.81	1,308.06	34,009.56
T211	DRIVER/ CUSTODIAN SR CTR 8	111	4	16.7899	40.00	134.32	1,343.19	34,922.94
1211	BINVEIN OCCIOBIAN CINCOTINO		7	10.7 000	40.00	104.02	1,040.10	04,022.04
T656	W/S DISPATCHER	115	1	15.0836	40.00	120.67	1,206.69	31,373.94
T656	W/S DISPATCHER	115	2	15.4982	40.00	123.99	1,239.86	32,236.36
T656	W/S DISPATCHER	115	3	15.9130	40.00	127.30	1,273.04	33,099.04
T656	W/S DISPATCHER	115	4	16.3404	40.00	130.72	1,307.23	33,987.98
T251	MAINTAINER I - CEMETERY	120	1	18.0815	40.00	144.65	1,446.52	37,609.52
T251	MAINTAINER I - CEMETERY	120	2	19.3730	40.00	154.98	1,549.84	40,295.84
T251	MAINTAINER I - CEMETERY	120	3	20.6645	40.00	165.32	1,653.16	42,982.16
T251	MAINTAINER I - CEMETERY	120	4	22.1365	40.00	177.09	1,770.92	46,043.92
T251	MAINTAINER I - CEMETERY	120	5	23.0538	40.00	184.43	1,844.30	47,951.80
				<b>5</b> 4				

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<u>JOB</u>	<u>DESCRIPTION</u>	GRADE STE	<u> P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T254	MAINTAINER I - PARK	120	1	18.0815	40.00	144.65	1,446.52	37,609.52
T254	MAINTAINER I - PARK	120	2	19.3730	40.00	154.98	1,549.84	40,295.84
T254	MAINTAINER I - PARK	120	3	20.6645	40.00	165.32	1,653.16	42,982.16
T254	MAINTAINER I - PARK	120	4	22.1365	40.00	177.09	1,770.92	46,043.92
T254	MAINTAINER I - PARK	120	5	23.0538	40.00	184.43	1,844.30	47,951.80
T257	MAINTAINER I - HIGHWAY	120	1	18.0815	40.00	144.65	1,446.52	37,609.52
T257	MAINTAINER I - HIGHWAY	120	2	19.3730	40.00	154.98	1,549.84	40,295.84
T257	MAINTAINER I - HIGHWAY	120	3	20.6645	40.00	165.32	1,653.16	42,982.16
T257	MAINTAINER I - HIGHWAY	120	4	22.1365	40.00	177.09	1,770.92	46,043.92
T257	MAINTAINER I - HIGHWAY	120	5	23.0538	40.00	184.43	1,844.30	47,951.80
							,	,
T261	MAINTAINER I - BLDG MAINT	120	1	18.0815	40.00	144.65	1,446.52	37,609.52
T261	MAINTAINER I - BLDG MAINT	120	2	19.3730	40.00	154.98	1,549.84	40,295.84
T261	MAINTAINER I - BLDG MAINT	120	3	20.6645	40.00	165.32	1,653.16	42,982.16
T261	MAINTAINER I - BLDG MAINT	120	4	22.1365	40.00	177.09	1,770.92	46,043.92
T261	MAINTAINER I - BLDG MAINT	120	5	23.0538	40.00	184.43	1,844.30	47,951.80
T264	MAINTAINER I - SANITATION	120	1	18.0815	40.00	144.65	1,446.52	37,609.52
T264	MAINTAINER I - SANITATION	120	2	19.3730	40.00	154.98	1,549.84	40,295.84
T264	MAINTAINER I - SANITATION	120	3	20.6645	40.00	165.32	1,653.16	42,982.16
T264	MAINTAINER I - SANITATION	120	4	22.1365	40.00	177.09	1,770.92	46,043.92
T264	MAINTAINER I - SANITATION	120	5	23.0538	40.00	184.43	1,844.30	47,951.80
T525	WW TREATMENT PLANT OPERATOR	125	1	20.0186	40.00	160.15	1,601.49	41,638.74
T525	WW TREATMENT PLANT OPERATOR	125	2	21.3360	40.00	170.69	1,706.88	44,378.88
T525	WW TREATMENT PLANT OPERATOR	125	3	22.6533	40.00	181.23	1,812.26	47,118.76
T525	WW TREATMENT PLANT OPERATOR	125	4	24.2299	40.00	193.84	1,938.39	50,398.14
T525	WW TREATMENT PLANT OPERATOR	125	5	24.6940	40.00	197.55	1,975.52	51,363.52
T525	WW TREATMENT PLANT OPERATOR	125	6	25.6949	40.00	205.56	2,055.59	53,445.34

<u>JOB</u>	DESCRIPTION	GRADE ST	<u>EP</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T647	WATER TREATMENT PLANT OPERATOR	125	1	20.0186	40.00	160.15	1,601.49	41,638.74
T647	WATER TREATMENT PLANT OPERATOR	125	2	21.3360	40.00	170.69	1,706.88	44,378.88
T647	WATER TREATMENT PLANT OPERATOR	125	3	22.6533	40.00	181.23	1,812.26	47,118.76
T647	WATER TREATMENT PLANT OPERATOR	125	4	24.2299	40.00	193.84	1,938.39	50,398.14
T647	WATER TREATMENT PLANT OPERATOR	125	5	24.6940	40.00	197.55	1,975.52	51,363.52
T647	WATER TREATMENT PLANT OPERATOR	125	6	25.6949	40.00	205.56	2,055.59	53,445.34
T654	W/S MAINT/EQUIP OPERATOR 1	125	1	20.0186	40.00	160.15	1,601.49	41,638.74
T654	W/S MAINT/EQUIP OPERATOR 1	125	2	21.3360	40.00	170.69	1,706.88	44,378.88
T654	W/S MAINT/EQUIP OPERATOR 1	125	3	22.6533	40.00	181.23	1,812.26	47,118.76
T654	W/S MAINT/EQUIP OPERATOR 1	125	4	24.2299	40.00	193.84	1,938.39	50,398.14
T654	W/S MAINT/EQUIP OPERATOR 1	125	5	24.6940	40.00	197.55	1,975.52	51,363.52
T654	W/S MAINT/EQUIP OPERATOR 1	125	6	25.6949	40.00	205.56	2,055.59	53,445.34
T252	MAINTAINER II - CEMETERY	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T252	MAINTAINER II - CEMETERY	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T252	MAINTAINER II - CEMETERY	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T252	MAINTAINER II - CEMETERY	130	4	24.6217	40.00	196.97	1,969.74	51,213.24
T255	MAINTAINER II - PARK	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T255	MAINTAINER II - PARK	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T255	MAINTAINER II - PARK	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T255	MAINTAINER II - PARK	130	4	24.6217	40.00	196.97	1,969.74	51,213.24
T258	MAINTAINER II - HIGHWAY	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T258	MAINTAINER II - HIGHWAY	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T258	MAINTAINER II - HIGHWAY	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T258	MAINTAINER II - HIGHWAY	130	4	24.6217	40.00	196.97	1,969.74	51,213.24
1250	MAINTAINER II - AIGAWAT	130	4	24.0217	40.00	190.97	1,909.74	51,213.24
T262	MAINTAINER II - BLDG MAINT	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T262	MAINTAINER II - BLDG MAINT	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T262	MAINTAINER II - BLDG MAINT	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T262	MAINTAINER II - BLDG MAINT	130	4	24.6217	40.00	196.97	1,969.74	51,213.24

<u>JOB</u>	DESCRIPTION	GRADE STEP	<u>,                                     </u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T265	MAINTAINER II - SANITATION	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T265	MAINTAINER II - SANITATION	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T265	MAINTAINER II - SANITATION	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T265	MAINTAINER II - SANITATION	130	4	24.6217	40.00	196.97	1,969.74	51,213.24
T432	MECHANIC II	130	1	20.6645	40.00	165.32	1,653.16	42,982.16
T432	MECHANIC II	130	2	21.9560	40.00	175.65	1,756.48	45,668.48
T432	MECHANIC II	130	3	23.2477	40.00	185.98	1,859.82	48,355.32
T432	MECHANIC II	130	4	24.6217	40.00	196.97	1,969.74	51,213.24
T101	MECHANIC III	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T101	MECHANIC III	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T101	MECHANIC III	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T101	MECHANIC III	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T105	CHEMIST	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T105	CHEMIST	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T105	CHEMIST	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T105	CHEMIST	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T253	MAINTAINER III - CEMETERY	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T253	MAINTAINER III - CEMETERY	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T253	MAINTAINER III - CEMETERY	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T253	MAINTAINER III - CEMETERY	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T256	MAINTAINER III - PARK	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T256	MAINTAINER III - PARK	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T256	MAINTAINER III - PARK	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T256	MAINTAINER III - PARK	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T259	MAINTAINER III - HIGHWAY	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T259	MAINTAINER III - HIGHWAY	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T259	MAINTAINER III - HIGHWAY	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T259	MAINTAINER III - HIGHWAY	135	4	25.6949	40.00	205.56	2,055.59	53,445.34

<u>JOB</u>	DESCRIPTION	GRADE STE	<u> P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T263	MAINTAINER III - BLDG MAINT	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T263	MAINTAINER III - BLDG MAINT	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T263	MAINTAINER III - BLDG MAINT	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T263	MAINTAINER III - BLDG MAINT	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T266	MAINTAINER III - SANITATION	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T266	MAINTAINER III - SANITATION	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T266	MAINTAINER III - SANITATION	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T266	MAINTAINER III - SANITATION	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T645	WATER METER TECHNICIAN	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T645	WATER METER TECHNICIAN	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T645	WATER METER TECHNICIAN	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T645	WATER METER TECHNICIAN	135	4	25.6949	40.00	205.56	2,055.59	53,445.34
T655	W/S MAINT/EQUIP OPERATOR 2	135	1	21.9560	40.00	175.65	1,756.48	45,668.48
T655	W/S MAINT/EQUIP OPERATOR 2	135	2	23.1053	40.00	184.84	1,848.42	48,058.92
T655	W/S MAINT/EQUIP OPERATOR 2	135	3	24.2549	40.00	194.04	1,940.39	50,450.14
T655	W/S MAINT/EQUIP OPERATOR 2	135	4	25.6949	40.00	205.56	2,055.59	53,445.34

# APPENDIX I

# **SALARY SCHEDULES**

2007- 2008

# TOWN OF MANCHESTER SALARY TABLE FOR LOCAL 991 PUBLIC WORKS (OF COUNCIL NO. 4 - AFSCME, AFL-CIO)

# EFFECTIVE JULY 1, 2007 THROUGH JUNE 30, 2008 3.0% INCREASE

<u>JOB</u>	DESCRIPTION	GRADE STEE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T102	MECHANIC I	100	1	13.9678	40.00	111.74	1,117.42	29,052.92
T102	MECHANIC I	100	2	14.4068	40.00	115.25	1,152.54	29,966.04
T102	MECHANIC I	100	3	14.8461	40.00	118.77	1,187.69	30,879.94
T102	MECHANIC I	100	4	15.2982	40.00	122.39	1,223.86	31,820.36
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	1	15.9631	37.50	119.72	1,197.23	31,127.98
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	2	16.4022	37.50	123.02	1,230.17	31,984.42
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	3	16.8412	37.50	126.31	1,263.09	32,840.34
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	4	17.2936	37.50	129.70	1,297.02	33,722.52
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T211	DRIVER/ CUSTODIAN SR CTR 8	111	1	15.9631	40.00	127.71	1,277.05	33,203.30
T211	DRIVER/ CUSTODIAN SR CTR 8	111	2	16.4022	40.00	131.22	1,312.18	34,116.68
T211	DRIVER/ CUSTODIAN SR CTR 8	111	3	16.8412	40.00	134.73	1,347.30	35,029.80
T211	DRIVER/ CUSTODIAN SR CTR 8	111	4	17.2936	40.00	138.35	1,383.49	35,970.74
T656	W/S DISPATCHER	115	1	15.5361	40.00	124.29	1,242.89	32,315.14
T656	W/S DISPATCHER	115	2	15.9631	40.00	127.71	1,277.05	33,203.30
T656	W/S DISPATCHER	115	3	16.3904	40.00	131.12	1,311.23	34,091.98
T656	W/S DISPATCHER	115	4	16.8306	40.00	134.65	1,346.45	35,007.70
T251	MAINTAINER I - CEMETERY	120	1	18.6239	40.00	148.99	1,489.91	38,737.66
T251	MAINTAINER I - CEMETERY	120	2	19.9542	40.00	159.63	1,596.34	41,504.84
T251	MAINTAINER I - CEMETERY	120	3	21.2844	40.00	170.28	1,702.75	44,271.50
T251	MAINTAINER I - CEMETERY	120	4	22.8006	40.00	182.41	1,824.05	47,425.30
T251	MAINTAINER I - CEMETERY	120	5	23.7454	40.00	189.96	1,899.63	49,390.38

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>EP</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T254	MAINTAINER I - PARK	120	1	18.6239	40.00	148.99	1,489.91	38,737.66
T254	MAINTAINER I - PARK	120	2	19.9542	40.00	159.63	1,596.34	41,504.84
T254	MAINTAINER I - PARK	120	3	21.2844	40.00	170.28	1,702.75	44,271.50
T254	MAINTAINER I - PARK	120	4	22.8006	40.00	182.41	1,824.05	47,425.30
T254	MAINTAINER I - PARK	120	5	23.7454	40.00	189.96	1,899.63	49,390.38
T257	MAINTAINER I - HIGHWAY	120	1	18.6239	40.00	148.99	1,489.91	38,737.66
T257	MAINTAINER I - HIGHWAY	120	2	19.9542	40.00	159.63	1,596.34	41,504.84
T257	MAINTAINER I - HIGHWAY	120	3	21.2844	40.00	170.28	1,702.75	44,271.50
T257	MAINTAINER I - HIGHWAY	120	4	22.8006	40.00	182.41	1,824.05	47,425.30
T257	MAINTAINER I - HIGHWAY	120	5	23.7454	40.00	189.96	1,899.63	49,390.38
T261	MAINTAINER I - BLDG MAINT	120	1	18.6239	40.00	148.99	1,489.91	38,737.66
T261	MAINTAINER I - BLDG MAINT	120	2	19.9542	40.00	159.63	1,596.34	41,504.84
T261	MAINTAINER I - BLDG MAINT	120	3	21.2844	40.00	170.28	1,702.75	44,271.50
T261	MAINTAINER I - BLDG MAINT	120	4	22.8006	40.00	182.41	1,824.05	47,425.30
T261	MAINTAINER I - BLDG MAINT	120	5	23.7454	40.00	189.96	1,899.63	49,390.38
T525	WW TREATMENT PLANT OPERATOR	125	1	20.6192	40.00	164.95	1,649.54	42,888.04
T525	WW TREATMENT PLANT OPERATOR	125	2	21.9761	40.00	175.81	1,758.09	45,710.34
T525	WW TREATMENT PLANT OPERATOR	125	3	23.3329	40.00	186.66	1,866.63	48,532.38
T525	WW TREATMENT PLANT OPERATOR	125	4	24.9568	40.00	199.65	1,996.54	51,910.04
T525	WW TREATMENT PLANT OPERATOR	125	5	25.4348	40.00	203.48	2,034.78	52,904.28
T525	WW TREATMENT PLANT OPERATOR	125	6	26.4657	40.00	211.73	2,117.26	55,048.76
T647	WATER TREATMENT PLANT OPERATOR	125	1	20.6192	40.00	164.95	1,649.54	42,888.04
T647	WATER TREATMENT PLANT OPERATOR	125	2	21.9761	40.00	175.81	1,758.09	45,710.34
T647	WATER TREATMENT PLANT OPERATOR	125	3	23.3329	40.00	186.66	1,866.63	48,532.38
T647	WATER TREATMENT PLANT OPERATOR	125	4	24.9568	40.00	199.65	1,996.54	51,910.04
T647	WATER TREATMENT PLANT OPERATOR	125	5	25.4348	40.00	203.48	2,034.78	52,904.28
T647	WATER TREATMENT PLANT OPERATOR	125	6	26.4657	40.00	211.73	2,117.26	55,048.76

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T654	W/S MAINT/EQUIP OPERATOR 1	126	1	21.0003	40.00	168.00	1,680.02	43,680.52
T654	W/S MAINT/EQUIP OPERATOR 1	126	2	22.3572	40.00	178.86	1,788.58	46,503.08
T654	W/S MAINT/EQUIP OPERATOR 1	126	3	23.7140	40.00	189.71	1,897.12	49,325.12
T654	W/S MAINT/EQUIP OPERATOR 1	126	4	25.3379	40.00	202.70	2,027.03	52,702.78
T654	W/S MAINT/EQUIP OPERATOR 1	126	5	25.8159	40.00	206.53	2,065.27	53,697.02
T654	W/S MAINT/EQUIP OPERATOR 1	126	6	26.8468	40.00	214.77	2,147.74	55,841.24
T252	MAINTAINER II - CEMETERY	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T252	MAINTAINER II - CEMETERY	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T252	MAINTAINER II - CEMETERY	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T252	MAINTAINER II - CEMETERY	130	4	25.3604	40.00	202.88	2,028.83	52,749.58
T255	MAINTAINER II - PARK	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T255	MAINTAINER II - PARK	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T255	MAINTAINER II - PARK	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T255	MAINTAINER II - PARK	130	4	25.3604	40.00	202.88	2,028.83	52,749.58
T258	MAINTAINER II - HIGHWAY	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T258	MAINTAINER II - HIGHWAY	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T258	MAINTAINER II - HIGHWAY	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T258	MAINTAINER II - HIGHWAY	130	4	25.3604	40.00	202.88	2,028.83	52,749.58
T262	MAINTAINER II - BLDG MAINT	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T262	MAINTAINER II - BLDG MAINT	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T262	MAINTAINER II - BLDG MAINT	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T262	MAINTAINER II - BLDG MAINT	130	4	25.3604	40.00	202.88	2,028.83	52,749.58
T262	JAMES REILLY - PER APPENDIX H	130	4	26.9052	40.00	215.24	2,152.42	55,962.92
T265	MAINTAINER II - SANITATION	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T265	MAINTAINER II - SANITATION	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T265	MAINTAINER II - SANITATION	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T265	MAINTAINER II - SANITATION	130	4	25.3604	40.00	202.88	2,028.83	52,749.58

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T432	MECHANIC II	130	1	21.2844	40.00	170.28	1,702.75	44,271.50
T432	MECHANIC II	130	2	22.6147	40.00	180.92	1,809.18	47,038.68
T432	MECHANIC II	130	3	23.9451	40.00	191.56	1,915.61	49,805.86
T432	MECHANIC II	130	4	25.3604	40.00	202.88	2,028.83	52,749.58
T101	MECHANIC III	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T101	MECHANIC III	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T101	MECHANIC III	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T101	MECHANIC III	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T105	CHEMIST	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T105	CHEMIST	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T105	CHEMIST	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T105	CHEMIST	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T253	MAINTAINER III - CEMETERY	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T253	MAINTAINER III - CEMETERY	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T253	MAINTAINER III - CEMETERY	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T253	MAINTAINER III - CEMETERY	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T256	MAINTAINER III - PARK	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T256	MAINTAINER III - PARK	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T256	MAINTAINER III - PARK	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T256	MAINTAINER III - PARK	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T259	MAINTAINER III - HIGHWAY	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T259	MAINTAINER III - HIGHWAY	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T259	MAINTAINER III - HIGHWAY	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T259	MAINTAINER III - HIGHWAY	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T263	MAINTAINER III - BLDG MAINT	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T263	MAINTAINER III - BLDG MAINT	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T263	MAINTAINER III - BLDG MAINT	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T263	MAINTAINER III - BLDG MAINT	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
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<u>JOB</u>	DESCRIPTION	GRADE STE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	<u>DAILY</u>	BI-WEEKLY	<u>ANNUAL</u>
T266	MAINTAINER III - SANITATION	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T266	MAINTAINER III - SANITATION	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T266	MAINTAINER III - SANITATION	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T266	MAINTAINER III - SANITATION	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T645	WATER METER TECHNICIAN	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T645	WATER METER TECHNICIAN	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T645	WATER METER TECHNICIAN	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T645	WATER METER TECHNICIAN	135	4	26.4657	40.00	211.73	2,117.26	55,048.76
T655	W/S MAINT/EQUIP OPERATOR 2	135	1	22.6147	40.00	180.92	1,809.18	47,038.68
T655	W/S MAINT/EQUIP OPERATOR 2	135	2	23.7985	40.00	190.39	1,903.88	49,500.88
T655	W/S MAINT/EQUIP OPERATOR 2	135	3	24.9825	40.00	199.86	1,998.60	51,963.60
T655	W/S MAINT/EQUIP OPERATOR 2	135	4	26.4657	40.00	211.73	2,117.26	55,048.76

# APPENDIX I

# **SALARY SCHEDULES**

2008- 2009

<u>JOB</u>	DESCRIPTION	GRADE STEE	<u>-</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T102	MECHANIC I	100	1	14.4567	40.00	115.65	1,156.54	30,070.04
T102	MECHANIC I	100	2	14.9110	40.00	119.29	1,192.88	31,014.88
T102	MECHANIC I	100	3	15.3657	40.00	122.93	1,229.26	31,960.76
T102	MECHANIC I	100	4	15.8336	40.00	126.67	1,266.69	32,933.94
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	1	16.5218	37.50	123.91	1,239.14	32,217.64
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	2	16.9763	37.50	127.32	1,273.22	33,103.72
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	3	17.4306	37.50	130.73	1,307.30	33,989.80
T209	DRIVER/ CUSTODIAN SR CTR 7.5	110	4	17.8989	37.50	134.24	1,342.42	34,902.92
T211	DRIVER/ CUSTODIAN SR CTR 8	111	1	16.5218	40.00	132.17	1,321.74	34,365.24
T211	DRIVER/ CUSTODIAN SR CTR 8	111	2	16.9763	40.00	135.81	1,358.10	35,310.60
T211	DRIVER/ CUSTODIAN SR CTR 8	111	3	17.4306	40.00	139.45	1,394.45	36,255.70
T211	DRIVER/ CUSTODIAN SR CTR 8	111	4	17.8989	40.00	143.19	1,431.91	37,229.66
T656	W/S DISPATCHER	115	1	16.0799	40.00	128.64	1,286.39	33,446.14
T656	W/S DISPATCHER	115	2	16.5218	40.00	132.17	1,321.74	34,365.24
T656	W/S DISPATCHER	115	3	16.9641	40.00	135.71	1,357.13	35,285.38
T656	W/S DISPATCHER	115	4	17.4197	40.00	139.36	1,393.58	36,233.08
T251	MAINTAINER I - CEMETERY	120	1	19.2757	40.00	154.21	1,542.06	40,093.56
T251	MAINTAINER I - CEMETERY	120	2	20.6526	40.00	165.22	1,652.21	42,957.46
T251	MAINTAINER I - CEMETERY	120	3	22.0294	40.00	176.24	1,762.35	45,821.10
T251	MAINTAINER I - CEMETERY	120	4	23.5986	40.00	188.79	1,887.89	49,085.14
T251	MAINTAINER I - CEMETERY	120	5	24.5765	40.00	196.61	1,966.12	51,119.12

<u>JOB</u>	DESCRIPTION	GRADE STE	<u> P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T254	MAINTAINER I - PARK	120	1	19.2757	40.00	154.21	1,542.06	40,093.56
T254	MAINTAINER I - PARK	120	2	20.6526	40.00	165.22	1,652.21	42,957.46
T254	MAINTAINER I - PARK	120	3	22.0294	40.00	176.24	1,762.35	45,821.10
T254	MAINTAINER I - PARK	120	4	23.5986	40.00	188.79	1,887.89	49,085.14
T254	MAINTAINER I - PARK	120	5	24.5765	40.00	196.61	1,966.12	51,119.12
T257	MAINTAINER I - HIGHWAY	120	1	19.2757	40.00	154.21	1,542.06	40,093.56
T257	MAINTAINER I - HIGHWAY	120	2	20.6526	40.00	165.22	1,652.21	42,957.46
T257	MAINTAINER I - HIGHWAY	120	3	22.0294	40.00	176.24	1,762.35	45,821.10
T257	MAINTAINER I - HIGHWAY	120	4	23.5986	40.00	188.79	1,887.89	49,085.14
T257	MAINTAINER I - HIGHWAY	120	5	24.5765	40.00	196.61	1,966.12	51,119.12
			-				.,	2.,
T261	MAINTAINER I - BLDG MAINT	120	1	19.2757	40.00	154.21	1,542.06	40,093.56
T261	MAINTAINER I - BLDG MAINT	120	2	20.6526	40.00	165.22	1,652.21	42,957.46
T261	MAINTAINER I - BLDG MAINT	120	3	22.0294	40.00	176.24	1,762.35	45,821.10
T261	MAINTAINER I - BLDG MAINT	120	4	23.5986	40.00	188.79	1,887.89	49,085.14
T261	MAINTAINER I - BLDG MAINT	120	5	24.5765	40.00	196.61	1,966.12	51,119.12
T505	WANTED ATMENT OF ANY OPERATOR	105		04.0400	40.00	470.70	4 707 07	44.000.00
T525	WW TREATMENT PLANT OPERATOR	125	1	21.3409	40.00	170.73	1,707.27	44,389.02
T525	WW TREATMENT PLANT OPERATOR	125	2	22.7453	40.00	181.96	1,819.62	47,310.12
T525	WW TREATMENT PLANT OPERATOR	125	3	24.1496	40.00	193.20	1,931.97	50,231.22
T525	WW TREATMENT PLANT OPERATOR	125	4	25.8303	40.00	206.64	2,066.42	53,726.92
T525 T525	WW TREATMENT PLANT OPERATOR  WW TREATMENT PLANT OPERATOR	125 125	5 6	26.3250 27.3920	40.00 40.00	210.60 219.14	2,106.00 2,191.36	54,756.00 56,975.36
1525	WW TREATMENT FLANT OFERATOR	125	U	27.3920	40.00	219.14	2,191.30	50,975.50
T647	WATER TREATMENT PLANT OPERATOR	125	1	21.3409	40.00	170.73	1,707.27	44,389.02
T647	WATER TREATMENT PLANT OPERATOR	125	2	22.7453	40.00	181.96	1,819.62	47,310.12
T647	WATER TREATMENT PLANT OPERATOR	125	3	24.1496	40.00	193.20	1,931.97	50,231.22
T647	WATER TREATMENT PLANT OPERATOR	125	4	25.8303	40.00	206.64	2,066.42	53,726.92
T647	WATER TREATMENT PLANT OPERATOR	125	5	26.3250	40.00	210.60	2,106.00	54,756.00
T647	WATER TREATMENT PLANT OPERATOR	125	6	27.3920	40.00	219.14	2,191.36	56,975.36

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	ANNUAL
T654	W/S MAINT/EQUIP OPERATOR 1	126	1	21.7353	40.00	173.88	1,738.82	45,209.32
T654	W/S MAINT/EQUIP OPERATOR 1	126	2	23.1397	40.00	185.12	1,851.18	48,130.68
T654	W/S MAINT/EQUIP OPERATOR 1	126	3	24.5440	40.00	196.35	1,963.52	51,051.52
T654	W/S MAINT/EQUIP OPERATOR 1	126	4	26.2247	40.00	209.80	2,097.98	54,547.48
T654	W/S MAINT/EQUIP OPERATOR 1	126	5	26.7195	40.00	213.76	2,137.56	55,576.56
T654	W/S MAINT/EQUIP OPERATOR 1	126	6	27.7864	40.00	222.29	2,222.91	57,795.66
T252	MAINTAINER II - CEMETERY	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T252	MAINTAINER II - CEMETERY	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T252	MAINTAINER II - CEMETERY	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T252	MAINTAINER II - CEMETERY	130	4	26.2480	40.00	209.98	2,099.84	54,595.84
T255	MAINTAINER II - PARK	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T255	MAINTAINER II - PARK	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T255	MAINTAINER II - PARK	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T255	MAINTAINER II - PARK	130	4	26.2480	40.00	209.98	2,099.84	54,595.84
1200	WAINTAINER II - FARK	130	4	20.2460	40.00	209.96	2,099.04	54,595.64
T258	MAINTAINER II - HIGHWAY	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T258	MAINTAINER II - HIGHWAY	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T258	MAINTAINER II - HIGHWAY	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T258	MAINTAINER II - HIGHWAY	130	4	26.2480	40.00	209.98	2,099.84	54,595.84
T262	MAINTAINER II - BLDG MAINT	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T262	MAINTAINER II - BLDG MAINT	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T262	MAINTAINER II - BLDG MAINT	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T262	MAINTAINER II - BLDG MAINT	130	4	26.2480	40.00	209.98	2,099.84	54,595.84
T262	JAMES REILLY - PER APPENDIX H	130	4	27.8469	40.00	222.78	2,227.75	57,921.55
T265	MAINTAINER II - SANITATION	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T265	MAINTAINER II - SANITATION	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T265	MAINTAINER II - SANITATION	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T265	MAINTAINER II - SANITATION	130	4	26.2480	40.00	209.98	2,099.84	54,595.84

<u>JOB</u>	DESCRIPTION	GRADE STEE	<u>-</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T432	MECHANIC II	130	1	22.0294	40.00	176.24	1,762.35	45,821.10
T432	MECHANIC II	130	2	23.4062	40.00	187.25	1,872.50	48,685.00
T432	MECHANIC II	130	3	24.7832	40.00	198.27	1,982.66	51,549.16
T432	MECHANIC II	130	4	26.2480	40.00	209.98	2,099.84	54,595.84
T101	MECHANIC III	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T101	MECHANIC III	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T101	MECHANIC III	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T101	MECHANIC III	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T105	CHEMIST	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T105	CHEMIST	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T105	CHEMIST	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T105	CHEMIST	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T253	MAINTAINER III - CEMETERY	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T253	MAINTAINER III - CEMETERY	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T253	MAINTAINER III - CEMETERY	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T253	MAINTAINER III - CEMETERY	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T256	MAINTAINER III - PARK	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T256	MAINTAINER III - PARK	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T256	MAINTAINER III - PARK	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T256	MAINTAINER III - PARK	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T259	MAINTAINER III - HIGHWAY	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T259	MAINTAINER III - HIGHWAY	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T259	MAINTAINER III - HIGHWAY	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T259	MAINTAINER III - HIGHWAY	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T263	MAINTAINER III - BLDG MAINT	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T263	MAINTAINER III - BLDG MAINT	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T263	MAINTAINER III - BLDG MAINT	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T263	MAINTAINER III - BLDG MAINT	135	4	27.3920	40.00	219.14	2,191.36	56,975.36

<u>JOB</u>	DESCRIPTION	GRADE STE	<u>:P</u>	HOURLY RATE	HOURS PER WEEK	DAILY	BI-WEEKLY	<u>ANNUAL</u>
T266	MAINTAINER III - SANITATION	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T266	MAINTAINER III - SANITATION	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T266	MAINTAINER III - SANITATION	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T266	MAINTAINER III - SANITATION	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T645	WATER METER TECHNICIAN	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T645	WATER METER TECHNICIAN	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T645	WATER METER TECHNICIAN	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T645	WATER METER TECHNICIAN	135	4	27.3920	40.00	219.14	2,191.36	56,975.36
T655	W/S MAINT/EQUIP OPERATOR 2	135	1	23.4062	40.00	187.25	1,872.50	48,685.00
T655	W/S MAINT/EQUIP OPERATOR 2	135	2	24.6314	40.00	197.05	1,970.51	51,233.26
T655	W/S MAINT/EQUIP OPERATOR 2	135	3	25.8569	40.00	206.86	2,068.55	53,782.30
T655	W/S MAINT/EQUIP OPERATOR 2	135	4	27.3920	40.00	219.14	2,191.36	56,975.36

# TOWN OF MANCHESTER, CONNECTICUT EMPLOYEE PERFORMANCE EVALUATION REPORT

(Last)	(First)	(I	nitial)
			,
Hire Date: Position Title:			
Division: Supervisor's Name:			
Evaluation Type: //Probationary	//Intermediate	/_	_/Annual
Job Description Section: Attach copy of job description with performance factors below. Attach additional shee		ea. Correla	nte discussion
A. Job Strengths:			
B. Areas Needing Improvement:			
C. Recommendations for Improvements:			
D. Achievement of Recommended Improvements:			
<u>Performance Factors</u> :			
Quality Rating of Work Initiative Productivity & Responsi		Public Contact	Observance of Work Hours/Atten dance
Excellent			
Good			
Fair			
Poor			

(1) Remarks (For Supervisor/Dept. Head) Any Excellent or Poor ratings require explanation:

(2) Employee suggestions or comments regarding the general work environment:	g workplace issues such as safety, supervision and
(3) Employee Comments: This Evaluation:	
(4) Personal Achievement not Highlighted on the	Evaluation:
Employees will receive a copy of this report signer review this document. All reports are confidential permanent record without approval of the employ	al and may <u>not</u> be released from the employee's
I have discussed job performance with this employee and he/she fully understands the basis for it.	I certify that this report has been discussed with me. I understand that my signature does not necessarily indicate agreement.
Supervisor's Signature	Employee's Signature
Date of Discussion	Date of Discussion
Division Manager	

## VACATION/SPECIAL LEAVE SCHEDULE (As in Contract 1995-1998)

#### **ARTICLE VI - VACATIONS**

**Section 6.0** Employees shall be entitled to vacations with full pay on the following basis:

- (a) A permanent employee with less than one (1) year of service shall be entitled to a vacation of one (1) day for each month of service to a maximum of ten (10) days.
- (b) An employee who has completed one (1) year of service shall be entitled to a vacation of ten (10) working days annually.
- (c) An employee who has completed five (5) years of service shall be entitled to a vacation of fifteen (15) working days annually.
- (d) An employee with over five (5) years of service shall be entitled to one (1) additional vacation day for each two (2) years of service after said five (5) years until his fifteenth (15th) year of service is reached at which time he shall be entitled to twenty (20) working days annually.

**Section 6.1** For the purpose of computing vacation time, the calendar year will be used. Employees must take all vacation time earned during the year following the anniversary date on which it is earned. Earned vacation time may be carried over from one vacation year to the next when authorized in writing by the General Manager.

#### Section 6.2

- (a) Vacation days may be taken consecutively or otherwise, but the time for taking them must be by mutual agreement between the department head and the employee. Requests for vacation time must be submitted to the Division Head, in writing, at least twenty-four (24) hours in advance of the requested day off, except in the case of an emergency, which shall not be unreasonably withheld.
- (b) Department heads/division heads, or other designee, shall, annually, on or before May 1, fix a date when requests for vacations shall be submitted by employees, and shall, not later than thirty (30) days from such date, arrange a schedule for vacations with the department.
- (c) Whenever there is a conflict in requested vacation dates, preference shall be given to employees according to length of service with the Town.

(d) Denial of vacation time shall be given to the employee, in writing, stating the reason for said denial.

<u>Section 6.3</u> Any additional vacation due an employee the first year after qualifying for such additional vacation, may be taken, subject to the provisions of Section 6.2(a), any time beginning two (2) months prior to qualifying.

**Section 6.4** An employee, upon termination of his services with the Town, shall be entitled to full pay for any vacation time due him, including pro rata time to date of termination. In the event of an employee's death, such payment shall be made to his dependent survivor, or his estate if there is no dependent survivor.

<u>Section 6.5</u> In the event of illness during an employee's vacation period, the employee shall be given an option of charging the sick day(s) to his sick leave, providing a Doctor's certificate verifies the illness.

### **SECTION VII - LEAVE PROVISIONS**

#### Section 7.3

- (c) In the event of death in the immediate family of an employee, or the immediate family of his or her spouse, three (3) days leave with pay shall be granted. Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, grandchild, son-in-law, daughter-in-law and also any relation who is domiciled in the employee's household.
- (k) The employee may make a request for up to one (1) day's leave of absence with pay directly to his department head. A department head may grant such leave at his discretion, but not in excess of two (2) such requests may be made by any employee in any one calendar year. This leave cannot be used in conjunction with vacation leave.

## APPENDIX L

# AGREEMENT BETWEEN THE TOWN AND LOCAL 991 AND MUNICIPAL EMPLOYEES UNION

The Employee Agreement for the Unions identified above shall be amended to reflect the changes specified in the attached document. The Pension Plan changes shall be effective December 1, 1996 with retroactive contributions required to July 1, 1996. The parties signatures to this document indicate their agreement to the attached contract changes.

/s Steven R. Werbner
Town of Manchester
/s Francis Hann
Local 991
/s Francis Hann
Municipal Employees Union
. P. P. J. J.

December 2, 1996

Date

# TOWN MEU/LOCAL 991 CHANGES

- 1. Retirees medical insurance shall only be available to employees who have worked for the Town as a full-time employee for at least fifteen (15) consecutive years. (Those regular or regular part-time employees who have been employed by the Town for more than five (5) years as of July 1, 1995, shall continue under the present rule which requires that they have been employed full-time for a minimum of ten (10) consecutive years in order to be eligible to receive retirees' health insurance benefits.) In addition, job-share participants, approved by the General Manager as of July 1, 1995, who are part of the Town's retirement system, shall be eligible for retirees' health insurance in accordance with the provisions contained herein.
- 2. Employees, hired prior to July 1, 1995 and who retire early after July 1, 1996, shall be eligible to receive retiree health benefits for themselves and their spouse of record at the time of retirement until the retiree's death, provided they pay fifty percent (50%) of the cost of the spousal benefit. Employees hired after July 1, 1995, who retire with either an early, normal, special or disability pension, shall only be eligible to receive the individual employee retiree health benefit. Employees hired prior to July 1, 1995, who receive a normal, special, or disability pension, shall continue to be eligible to receive health benefits for themselves and their spouse of record at the time of retirement until the retiree's death, subject to the provision of Paragraph 3 below.
- 3. Employees retiring after July 1, 1997, shall be required to co-pay for health insurance in the same amount as active employees at the time of their retirement.
- 4. The Pension Plan would be amended to incorporate the Rule of 80 with an effective date of December 1, 1996. This rule requires a combination of age plus years of Town service which equals 80 for a normal retirement. Employees who are currently within seven (7) years of either normal or special retirement and whose pension calculations would not be impacted by the Rule of 80 provision, or the change in definition of normal retirement age, would not be required to pay the additional amount of pension contributions required herein. This provision is subject to change should future amendments to the Pension Ordinance require that all members pay the increased contribution rate immediately. Effective retroactive to July 1, 1996, the contribution rate for employees would be increased by 1.40%. In addition, effective July 1, 1996, the definition of normal retirement age for those hired prior to July 1, 1995, shall be changed from age sixty-five (65) to age sixty-two (62) and the benefit formula for all pension members regardless of date of hire shall be adjusted to allow employees to receive service credit for up to thirty-five (35) years, rather than the current 33 1/3 years. Effective July 1, 1996, the early retirement penalty shall be adjusted from the current rate to an

amount equal to six percent (6%) per year for all years between the applicable normal retirement date and the early retirement date of the employee.

#### AGREEMENT

# TOWN OF MANCHESTER -ANDLOCAL 991, AFSCME, COUNCIL 4, AFL-CIO

## **PUBLIC WORKS**

# EXTENSION OF COLLECTIVE BARGAINING AGREEMENT

This Agreement is made by and between the Town of Manchester (the "Town") and Local 991, AFSCME COUNCIL 4, AFL-CIO, (the "Union") on behalf of the employees represented by the Union in the Public Works bargaining unit. This Agreement supercedes the provisions of the 2006 – 2010 collective bargaining agreement between the Town and the Union only to the extent that this Agreement is different from that agreement. In all other respects, that agreement shall remain in effect.

Two-year extension July 1, 2010 – June 30, 2011 and July 1, 2011 – July 30, 2012 The Town and the Union agree as follows:

- 1. There shall be a 1.5% general wage increase on July 1, 2010.
- 2. There shall be a 1.5% general wage increase on July 1, 2011.
- 3. Employees shall take one unpaid furlough day during the 2010/11 contract year and shall take one unpaid furlough day during the 2011/12 contract year.
- 4. There shall be no layoffs of non-probationary, regular employees in the bargaining unit through June 30, 2011.

LOCAL 991, AFSCME COUNCIL 4, AFL-CIO	TOWN OF MANCHESTER
By Son After A	By S. 70 Sh. 4
Date 7-14-2010	Date 7/14/10